Offering Circular dated 17 April 2024

This document is important. If you are in any doubt about any of the contents of this Offering Circular or as to the action you should take, you should consult your legal, financial, tax or other professional adviser.

Issuer and Arranger

DBS Bank Ltd.

(incorporated with limited liability in the Republic of Singapore)
(Company Registration Number: 196800306E)

U.S.$18,000,000,000
Structured Note Programme

Under the U.S.$18,000,000,000 Structured Note Programme (the "**Programme**") described in this Offering Circular, DBS Bank Ltd. (in its capacity as the issuer, the "**Issuer**" or "**DBS Bank**") may from time to time issue structured notes ("**Notes**", as described in the section on "Summary of the Programme - Notes" in this Offering Circular) in any currency. The aggregate principal amount of Notes outstanding will not at any time exceed U.S.$18,000,000,000 (or the equivalent in other currencies). There is no minimum principal amount of Notes to be issued under the Programme. While the Programme limit shall be U.S.$18,000,000,000, the Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement (as defined herein). The Programme is of an unlimited duration and will only expire when terminated in accordance with the terms of the Programme Agreement. This Offering Circular supersedes all previous offering circulars and any supplement thereto.

This Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (the "**Authority**"). Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes to be issued from time to time by the Issuer pursuant to the Programme may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Any reference to the "**SFA**" is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Any Notes offered to investors outside Singapore will be offered in compliance with the applicable laws and regulations of the jurisdiction in which such Notes are being offered. Notes will be issued on the terms set out in this Offering Circular and as specified in the Issue Document (as defined herein) applicable to each Series or Tranche (each as defined under the section on "Terms and Conditions of the Notes" in this Offering Circular) of Notes. The Issuer shall issue an Issue Document in connection with each issue of Notes. Please refer to the section on "Description of the Programme" in this Offering Circular for the description of what an Issue Document will comprise.

Application has been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in and for quotation of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular and the applicable Issue Document in relation to Notes listed on the SGX-ST. Admission to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, its subsidiaries, its associated companies or such Notes. Any approval in-principle of the SGX-ST for the listing and quotation of

any Series of Notes on the SGX-ST is subject to changes in the SGX-ST's policies. Unlisted Notes may be issued pursuant to the Programme.

Investors should note that Notes which are sold or redeemed before their maturity date will be subject to unwinding or other transaction costs, and the amount received by investors from such sale or redemption may be lower than the initial amount of their investment.

The purchase of Notes involves certain risks. Prospective investors of any Notes to be issued under the Programme should ensure that they understand the nature of such Notes and should carefully study the matters set out in this Offering Circular (and in particular, the section on "Risk Factors" in this Offering Circular) and the contents of the applicable Issue Document before they invest in any Notes. In particular, the applicable Issue Document may contain additional risk factors which prospective investors should consider prior to making an investment decision with respect to any Notes.

This Offering Circular is not, and does not purport to be, investment advice. Investors should conduct such investigation and analysis regarding the Programme and any Notes to be issued under it as they deem appropriate. An investor should make an investment only after having determined that such investment is suitable for him in light of his circumstances, financial position and investment objectives. Investors should note that a reference to the principal amount payable on any Notes does not necessarily refer to the initial investment amount in such Notes. Investors should refer to Condition 4(g) (*Interpretation of principal*) of the Terms and Conditions (as defined herein), read together with the applicable Issue Document, as to what the principal amount payable on the relevant Notes would be.

There will be no guarantee from any entity to the holders of any Notes (the "**Noteholders**", as defined in the "Glossary" below) that they will recover any amounts payable under the Notes. Unless otherwise specified in the applicable Issue Document, the Notes will be direct, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu*, without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding. The Notes contain no covenants that prohibit the Issuer or its subsidiaries from entering into agreements which may incur additional indebtedness, or which may restrict its subsidiaries' ability to pay dividends and distributions to the Issuer. The Notes also contain no covenants that prohibit the Issuer or its subsidiaries from creating or permitting to exist any mortgage, charge, pledge, lien or other encumbrance upon the whole or any part of its undertaking, assets or revenues to secure any loan or other indebtedness or obligation. The Notes are solely the Issuer's obligations and do not constitute deposits with the Issuer. The Notes do not represent an interest in or obligations of, deposits with or other liabilities of and are not insured or guaranteed by any of, the Issuer's affiliates or any other entity.

Purchases of any Series of Notes may be made directly from the Issuer or, if so specified in the applicable Issue Document, through the Distributor(s) (as defined in the section on "Summary of the Programme" in this Offering Circular). In order to invest in Notes, an investor must have, or open, an account in connection with his investment in the Notes with DBS Bank Ltd. or the relevant Distributor, where applicable (see the section on "Subscription Procedures" in this Offering Circular).

As at 30 May 2023, the Issuer had long-term issuer ratings of "Aa1" from Moody's Investors Service, Inc. ("**Moody's**"), "AA-" from S&P Global Ratings ("**S&P**") and "AA-" from Fitch Ratings Ltd. ("**Fitch**"). The Programme is not rated. However, certain Notes issued under the Programme may be rated by certain debt rating agencies as further described in the section on "Summary of the Programme - Rating" in this Offering Circular and as specified in the applicable Issue Document. Where the Notes are rated, such rating will not necessarily be the same as the rating(s) assigned to the Issuer and/or the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision, downgrade or withdrawal at any time by the assigning rating agency.

This Offering Circular contains information with regard to the Issuer, the Programme and the Notes. The Issuer accepts responsibility for the information contained in this Offering Circular and confirms that to the best of the knowledge and belief of the Issuer, having taken all reasonable efforts to ensure that such is the case, the information contained in this Offering Circular as at the date of this Offering Circular is in accordance with the facts and does not omit anything material likely to affect the import of such information.

Any Notes offered under this Programme are offered solely on the basis of the information contained and representations made in this Offering Circular (including any supplement thereto or replacement thereof) and the applicable Issue Document (including any supplement thereto or replacement thereof). No person has been authorised to give any information or to make any representation other than that contained in or consistent with this Offering Circular or the applicable Issue Document (including, in each case, any supplement thereto or replacement thereof) in connection with the issue or sale of Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or the Arranger (as defined in the "Glossary" below) nor shall the Issuer or the Arranger be responsible for any losses arising from any such information or representation. Neither the delivery of this Offering Circular, the applicable Issue Document nor any sale made in connection therewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date of the applicable Issue Document or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date of the applicable Issue Document or that any other information supplied in connection with the Notes is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. This Offering Circular will be reviewed and, where necessary, updated by any supplement thereto or replacement thereof, to ensure that such information is accurate and not misleading as at the time of offer of such Series of Notes.

The offer of any Notes will not be underwritten by any entity. There will be no guarantee from any entity to investors that they will recover their investment in and/or any amounts payable under any Notes. This Offering Circular and the applicable Issue Document are not, and do not purport, to be investment advice. Investors should conduct such investigation and analysis regarding the Issuer and any Notes as they deem appropriate to evaluate the merits and risks of any investment in any Notes. An investor should make an investment only after having determined that such investment is suitable for him in light of his circumstances, financial position and investment objectives.

*Neither this Offering Circular nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme may be used for the purpose of, and does not constitute an offer of, or solicitation or invitation by or on behalf of the Issuer, the Arranger or any of the relevant Dealers (as defined herein) to subscribe for or purchase, the Notes in any jurisdiction or under any circumstances in which such offer, solicitation or invitation is unlawful, or not authorised or to any person to whom it is unlawful to make such offer, solicitation or invitation. The distribution of this Offering Circular or the applicable Issue Document and the offering or sale of any Notes may, in certain jurisdictions, be restricted by law. The Issuer and the Arranger require persons into whose possession this Offering Circular and any Issue Document comes to inform themselves of, and observe, all such restrictions. 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 within 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 any exemption from registration is available. A further description of certain restrictions on offering and sale of the Notes and distribution of this Offering Circular and any Issue Document is provided under the section on "Selling Restrictions" in this Offering Circular.*

Neither this Offering Circular nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme shall be deemed to constitute an offer of, or an invitation by or on behalf of the Issuer, the Arranger or any of the relevant Dealers to subscribe for or purchase, any of the Notes.

This Offering Circular and any other documents or materials have been prepared for the purpose of the issue, offering or sale of the Notes by the Issuer directly to the investors or for the purpose of the offering or sale of the Notes by the relevant Dealers and/or relevant Distributors, where applicable. This Offering Circular and such other documents or materials are made available to the recipients thereof solely on the basis that (i) where the Notes are offered in Singapore, the recipients are persons falling within the ambit of Section 274 and/or Section 275 of the SFA, and (ii) where the Notes are offered outside Singapore, such offer will be in compliance with the applicable laws and regulations of the relevant jurisdiction. This Offering Circular and such other documents or materials may not be relied upon by any person other than persons to whom the Notes are sold or with whom they are placed by the relevant Dealers as aforesaid or for any other purpose. Recipients of this Offering Circular and such other documents or materials shall not reissue, circulate or distribute this Offering Circular or any part thereof in any manner whatsoever. None of the Issuer,

the Arranger nor any of the relevant Dealers is making any representation or warranty, expressed or implied, as to the merits of the Notes or the subscription, purchase or acquisition thereof, or the affairs of the Issuer. Further, none of the relevant Dealers gives any representation or warranty as to the Issuer or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and the documents which are incorporated by reference in, and form part of, this Offering Circular.

None of this Offering Circular or any Issue Document in connection with any Notes is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer or the Arranger that any recipient of this Offering Circular or any Issue Document in connection with any Notes should purchase any Notes. Accordingly, notwithstanding anything herein, none of the Issuer, the Arranger, the relevant Dealers or any of their respective officers, employees or agents shall be held responsible for any loss or damage suffered or incurred by the recipients of this Offering Circular or such other document or information (or such part thereof) as a result of or arising from anything expressly or implicitly contained in or referred to in this Offering Circular or such other document or information (or such part thereof) and the same shall not constitute a ground for rescission of any purchase or acquisition of any of the Notes by a recipient of this Offering Circular or such other document or information (or such part thereof).

The DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2023 are included in this Offering Circular, beginning on Page F-2. The audited financial statements have not been specifically prepared for inclusion in this Offering Circular.

*The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated by reference in, and form part of, this Offering Circular: (1) the most recently published interim and quarterly financial statements of DBS Group Holdings Ltd ("**DBSH**") and annual audited financial statements of the Issuer and DBSH from time to time, and (2) any supplement or amendment to this Offering Circular issued by the Issuer. This Offering Circular is to be read in conjunction with all such documents which are incorporated by reference herein and, with respect to any Series or Tranche of Notes, the applicable Issue Document in respect of such Series or Tranche. Any statement contained in this Offering Circular or in a document deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in this Offering Circular or in such subsequent document that is also deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular.*

Copies of all documents deemed incorporated by reference herein are available for inspection at the specified office of the Issuer.

***MiFID II PRODUCT GOVERNANCE/TARGET MARKET** – The Conditions Supplement 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 such target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**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 MiFID 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 Arranger 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 Conditions Supplement 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 for the purpose of the UK MiFIR Product Governance Rules.

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 (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 (*as amended, 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, the "***Prospectus Regulation***"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, 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 UK 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 ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (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 Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement the 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 (the "**UK Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.*

***SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE NOTIFICATION** – Pursuant to Section 309B(1)(c) of the SFA, we hereby notify the relevant persons (as defined in the SFA) that unless otherwise stated in the Conditions Supplement in respect of any Notes, all Notes issued or to be issued under the Programme are classified as "capital markets products other than prescribed capital markets products" (as defined in the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018) and "Specified 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).*

***DISCLOSURE WITH RESPECT TO DBS BANK LTD., AUSTRALIA BRANCH -** DBS Bank has been granted authority to carry on banking business in Australia by the Australian Prudential Regulation Authority ("**APRA**") and is a foreign "authorised deposit-taking institution" ("**foreign ADI**") as that term is defined under the Banking Act 1959 of Australia (the "**Australian Banking Act**"). However, the Notes are not issued by DBS Bank through its Australia branch, and are not deposits of DBS Bank and are not covered by the depositor protection provisions of Division 2 of Part II of the Australian Banking Act.*

*Where the Issuer provides financial services in Australia to wholesale clients in respect of the issue, offer and sale of Notes under this Programme, the Issuer will be acting from its Head Office in Singapore. DBS Bank is exempt from the requirement to hold an Australian Financial Services licence ("**AFSL**") under the Corporations Act 2001 of Australia ("**Corporations Act**") in respect of certain financial services provided to wholesale clients in Australia, and DBS Bank may rely on this exemption in certain circumstances. The financial services to be provided by the Issuer in respect of the issue, offer and sale of Notes under this Programme are not provided by DBS Bank Ltd., Australia Branch under its AFSL number 475946. The Issuer is regulated in Singapore by the Monetary Authority of Singapore under Singaporean laws, which differ from Australian laws.*

Any purchase or acquisition of the Notes by a Dealer is in all respects conditional on the satisfaction of certain conditions set out in the Programme Agreement and the issue of the Notes by the Issuer pursuant to the Programme Agreement. Any offer, invitation to offer or agreement made between the Issuer and such Dealer in connection with the purchase or acquisition of the Notes or pursuant to this Offering Circular shall (without any liability or responsibility on the part of the Issuer, the Arranger or any of the relevant Dealers) lapse and

cease to have any effect if (for any other reason whatsoever) the Notes are not issued by the Issuer pursuant to the Programme Agreement.

Any person(s) who is invited to purchase or subscribe for the Notes or to whom this Offering Circular is sent shall not make any offer or sale, directly or indirectly, of any Notes or distribute or cause to be distributed any other documents or materials in connection therewith in any country or jurisdiction except in such manner and in such circumstances as will result in compliance with any applicable laws and regulations.

*References in this Offering Circular and any Issue Document to "**we**", "**us**", "**our**" or the "**Issuer**" are references to DBS Bank Ltd. acting in its capacity as the issuer of the Notes.*

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SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is qualified in its entirety by the remainder of this Offering Circular and, in relation to any particular Series of Notes, the applicable Issue Document (in which any of the Terms and Conditions of such Series of Notes may be replaced or modified). Words and expressions defined in the section on "Terms and Conditions of the Notes" below and in the applicable Issue Document shall have the same meanings in this summary.

The Programme is a U.S.$18,000,000,000 Structured Note Programme, which enables the Issuer to issue Notes from time to time having specific Terms and Conditions which may be applicable only to the relevant Series of Notes.

Issuer	:	DBS Bank Ltd.
Description	:	Structured Note Programme pursuant to which the Issuer may, from time to time, issue Notes. Notes may be offered in or outside Singapore. Where the Notes are offered in Singapore, the Notes may only be offered to persons falling within the ambit of Section 274 and/or Section 275 of the SFA or in accordance with the conditions of any other applicable provision of the SFA; and where the Notes are offered outside Singapore, such offer will be in compliance with the applicable laws and regulations of the jurisdiction in which such Notes are being offered.
Rating	:	As at 30 May 2023, the Issuer had long-term issuer ratings of "Aa1" from Moody's, "AA-" from S&P and "AA-" from Fitch. The Programme is unrated. However, certain Notes issued under the Programme may be rated by Moody's and/or S&P and/or Fitch and/or any other recognised debt rating agencies, as specified in the applicable Issue Document. If the issuance or sale of any Notes being offered is conditional on the assignment of a rating by one or more of such debt rating agencies, the applicable Issue Document will specify the debt rating agency and the minimum rating that must be assigned to such Notes. Any rating will address the Issuer's ability to perform its obligations under the terms of the relevant Notes and addresses credit risks in determining the likelihood that payments will be made under the relevant Notes. A rating is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, revision, downgrade or withdrawal at any time by the assigning rating agency. A suspension, revision, downgrade or withdrawal of the rating assigned to the Notes may adversely affect the market value of such Notes.
Programme Size	:	Up to U.S.$18,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Notes	:	Notes issued by the Issuer, from time to time, which: (i) may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Linked Interest Note or a combination of any of the foregoing, depending upon the Interest Basis specified in the applicable Issue Document, and/or

(ii) may be an Instalment Note, a Linked Redemption Note or a combination of any of the foregoing, depending upon the Redemption Basis specified in the applicable Issue Document.

Status of the Notes	:	Unless otherwise specified in the applicable Issue Document, the Notes will be direct, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu*, without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.
Form of the Notes	:	Notes may be issued in bearer form ("**Bearer Notes**") or registered form (**"Registered Notes**") as more fully described in the section on "Form of the Notes" in this Offering Circular. Each Tranche of Bearer Notes may initially be issued in the form of a temporary global note (a "**Temporary Global Note**"), or, if so specified in the applicable Issue Document, a permanent global note (a "**Permanent Global Note**"), which, in either case, will on or prior to the original issue date of the Tranche be delivered to a common depositary or any other depositary for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream**"), and/or to The Central Depository (Pte) Limited (**CDP**) (together, the "**Clearing Systems**" and each, a "**Clearing System**") or any other entity selected by the Issuer, subject to any restrictions or conditions which may be applicable (as specified in the applicable Issue Document). Each Tranche of Registered Notes will, as specified in the applicable Issue Document, either be represented by a registered global note (a "**Registered Global Note**") which will be deposited with a common depositary or any other depositary for, and registered in the name of a common nominee or any other nominee of, Euroclear and/or Clearstream, and/or CDP or any other entity selected by the Issuer (as specified in the applicable Issue Document) or be represented by Registered Notes in definitive form. The Issuer may elect not to have Registered Notes cleared through any Clearing System, in which case, (if applicable) the Registered Global Note will be deposited with and registered in the name of DBS Bank Ltd. or its nominee, acting in its capacity as the Registrar and Transfer Agent. Except as described above, in the case of Bearer Notes and Registered Notes represented by Notes in global form, Notes in definitive form will not be issued to individual Noteholders except following the occurrence of an Exchange Event (as defined in the section on "Form of the Notes" in this Offering Circular).
Method of Issue	:	Notes may be issued on a syndicated or non-syndicated basis. Unless otherwise specified in the applicable Issue Document, Notes will be issued on a non-syndicated basis.

		Notes may be issued in series (each a "**Series**"). A Series may consist of Notes of one or more (but a maximum of three) classes (each a "**Class**"). Notes of any such Class in one Series may have a different ranking in point of priority to Notes of the other Class or Classes within such Series. Notes may also be issued in tranches (each a "**Tranche**") which are identical to each other in all respects. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental Terms and Conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the applicable Issue Document in respect of such Tranche. References in this Offering Circular to "Series" shall include references to "Tranche" and "Class" where applicable.
Issue Document	:	The Issue Document shall comprise the Conditions Supplement (as defined in the "Glossary" below).
Conditions Supplement	:	In connection with each issue of Notes, the Issuer will prepare a Conditions Supplement. Where a Series of Notes comprises more than one Tranche, a Conditions Supplement will be prepared in connection with each such Tranche. The applicable Conditions Supplement in respect of each Series of Notes will supplement the Terms and Conditions set out in this Offering Circular and will be executed on the relevant issue date set out therein. For any series of Notes, the applicable Conditions Supplement may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions, replace or modify the Terms and Conditions for the purposes of such Series of Notes.
Maturities	:	Notes may have any maturity as specified in the applicable Issue Document, subject to applicable laws and regulations.
Issue Price of the Notes	:	Notes may be issued at their principal amount or at a discount or premium to their principal amount.
Specified Denomination	:	Notes will be in such denominations as may be specified in the applicable Issue Document, subject to applicable laws and regulations.
Payments under the Notes	:	Payments under the Notes, whether with respect to principal, interest or any other amount, may be made by the Issuer in cash and/or in such other form of consideration as may be specified in the applicable Issue Document.
Currencies	:	Notes may be issued in any currency as specified in the applicable Issue Document, subject to applicable laws and regulations.
Underlying Assets	:	Each Series of Notes may reference one or more rates, currencies or currency exchange rates, commodities, bullion, equity securities or other equity instruments (including but not limited to exchange traded funds), debt securities or other debt instruments issued by any entity (including but not limited to corporates, sovereigns and unincorporated entities), economic indices or measures of economic risk or value, or the creditworthiness of one or more entities (including but not limited to corporates, sovereigns and unincorporated entities), any other benchmarks (whether in the form of a rate or index) by which payments or deliveries of an asset, security or instrument may be made, or a combination, variation

		or derivative of any of the foregoing, as described in the applicable Issue Document ("**Underlying Asset**" or "**Underlying Assets**", as the case may be). In relation to a Series of Notes linked to an Underlying Asset or a basket of Underlying Assets, upon the occurrence of certain events and subject to the Terms and Conditions, the Issuer may replace, substitute or amend an Underlying Asset and the Calculation Agent (as defined in the "Glossary" below) may be required or, as the case may be, permitted to make certain adjustments or amendments to the Terms and Conditions. The applicable Issue Document will contain a detailed description of such events.
Interest Periods and Rates of Interest	:	The length of the interest periods for any Notes and the applicable rate of interest or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum rate of interest, a minimum rate of interest, or both. All such information will be set out in the applicable Issue Document.
Redemption	:	The applicable Issue Document will specify the basis for calculating the redemption amounts payable (including in respect of payments to be made upon any early redemption).
Redemption by Instalments	:	The applicable Issue Document issued in respect of each Series of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
Optional Redemption	:	The applicable Issue Document issued in respect of each Series of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer and/or the holders (either in whole or in part), and if so, the terms applicable to such redemption.
Early Redemption for taxation or other reasons	:	Notes may, at the option of the Issuer, be redeemable prior to maturity in limited circumstances upon the occurrence of certain events relating to the Issuer or for taxation reasons (see Condition 5(b) (*Redemption for taxation reasons*) of the Terms and Conditions for further details).
Taxation	:	Unless otherwise specified in the applicable Issue Document, Condition 11(a) (*Gross-Up*) of the Terms and Conditions shall be deemed to apply. Condition 11(a) (*Gross-Up*) of the Terms and Conditions provides that all payments of principal and interest in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by Singapore or any authority therein or thereof having power to tax, save as provided in Condition 11(a) (*Gross-Up*) of the Terms and Conditions. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 11(a) (*Gross-Up*) of the Terms and Conditions, be required to pay additional amounts to cover the amounts so deducted. If Condition 11(b) (*No Gross-Up*) of the Terms and Conditions is specified as applicable in the applicable Issue Document, the Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment or enforcement of any Note and all payments made by the Issuer shall

		be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.
Negative Pledge	:	None.
Cross Default	:	None.
Notices	:	Subject as provided below: (a) notices regarding Bearer Notes in definitive form will be validly given to the holders of such Notes if published in certain newspapers (as set out in Condition 17 (*Notices*) of the Terms and Conditions); and (b) notices regarding Registered Notes will be validly given to the holders of such Notes if displayed on the website of the Issuer or sent by mail to the registered address of such holder, all as more fully described in Condition 17 (*Notices*) of the Terms and Conditions. So long as any Notes cleared through any Clearing System are represented by a Global Note in their entirety, instead of publication in newspapers or as otherwise provided in the Terms and Conditions, notices required to be given to the Noteholders may be given by their being delivered to the relevant Clearing System for communication by such Clearing System to the holders of Notes. Where applicable, an investor who purchases Notes through a Distributor will need to rely on such Distributor (as a direct or indirect participant in the relevant Clearing System) to distribute notices to it. In addition, where any issue of Notes is listed, notices will also be given in accordance with the rules and requirements of the SGX-ST or other relevant stock exchange, as the case may be. Notices to be given by any Noteholder to the Issuer shall be: (a) in writing and lodged with the Fiscal and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes); and (b) where any Notes cleared through any Clearing System are represented by a Global Note, given to the Fiscal and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) through the relevant Clearing System.
Clearing Systems	:	Clearstream, Euroclear, CDP and/or such other clearing system as may be specified in the applicable Issue Document.
Arranger and initial Dealer	:	DBS Bank Ltd. Other Dealers may be appointed to the Programme or in connection with an issue of Notes in accordance with the provisions of the Programme Agreement.

Registrar	:	DBS Bank Ltd. or such other successor registrar as specified in the applicable Issue Document. Where Notes are issued in registered form, the Registrar will maintain a register of the holders of Notes.
Transfer Agent	:	DBS Bank Ltd. or such other successor or additional transfer agents as specified in the applicable Issue Document. The Transfer Agent will be responsible for arranging the transfer of Registered Notes in definitive form and certain other administrative duties incidental to such function.
Fiscal and Paying Agent	:	DBS Bank Ltd. or such other successor fiscal and paying agent as specified in the applicable Issue Document. The Fiscal and Paying Agent will be responsible for the payment of interest, principal or the redemption amount (as the case may be) to the Noteholders and certain other administrative duties incidental to such functions.
Calculation Agent	:	DBS Bank Ltd. or such other calculation agent as specified in the applicable Issue Document. The Calculation Agent will be responsible for the calculation of certain rates or amounts and making certain other determinations in relation to the Notes. See the section on "Terms and Conditions of the Notes" in this Offering Circular.
Market Agent	:	A market agent (the "**Market Agent**") may or may not be appointed to conduct buy back arrangements in connection with an issuance of Notes under the Programme. Details of intended buy back arrangements (if any) will be specified in the applicable Issue Document.
Distributor(s)	:	Unless otherwise specified in the applicable Issue Document, the Issuer will sell Notes directly to the investors of the Notes. DBS Bank Ltd. has been appointed by the Issuer as an initial Dealer under the Programme. Other Dealers may be appointed from time to time in respect of any issue of Notes. DBS Bank Ltd., in its capacity as a Dealer, may be the initial subscriber for the entire issue of Notes on the relevant issue date. DBS Bank Ltd. may, on its own or, together with any other Dealer(s) and any Market Agent (as defined below), enter into arrangements with one or more other distributors (together, the "**Distributors**" and, each, a "**Distributor**") in connection with each issue of Notes for the purpose of the on-sale of such Notes. DBS Bank Ltd. may pay a Distributor certain commissions calculated by reference to the amount of Notes on-sold by such Distributor. See the section on "Subscription Procedures" in this Offering Circular for further details.
Listing	:	Notes may be listed or unlisted. Unless otherwise specified in the applicable Issue Document, any listed Notes will be listed on the SGX-ST. For all Series of Notes listed on the SGX-ST and for so long as any Notes are listed thereon, such Notes will be traded on the SGX-ST in a minimum board lot size of at least 200,000 Singapore Dollars (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time.

Further Issues	:	The Issuer may from time to time issue further notes on the same terms as existing Notes of any Class and such further Notes shall be consolidated and form a single Series with such existing Notes of any Class of the same Series.
Governing Law	:	English law or Singapore law, as may be specified in the applicable Issue Document.
Selling Restrictions	:	See the section on "Selling Restrictions" in this Offering Circular for a discussion of certain restrictions on the offering of the Notes and the distribution of offering materials in various jurisdictions.

WHERE TO OBTAIN COPIES OF THIS OFFERING CIRCULAR AND ISSUE DOCUMENTS

Copies of this Offering Circular (including any supplement thereto or replacement thereof) and the applicable Issue Document (including any supplement thereto or replacement thereof) in connection with each issue of Notes may be obtained on request at the registered office of DBS Bank Ltd.

Please refer to the section on "General and Statutory Information" of this Offering Circular for more details.

If an investor wishes to purchase any Notes, he must purchase them directly from the Issuer or from the Dealer(s) or Distributor(s), if any. Please refer to the procedures described under the section on "Summary of the Programme" in this Offering Circular and as further described in the applicable Issue Document.

REFERENCES TO WEBSITES

References to any website in this Offering Circular and the applicable Issue Document (including, in each case, any supplement thereto or replacement thereof) are intended to assist prospective investors to access further information relating to the subject as indicated. Prospective investors in any Notes should conduct their own web searches to ensure that they are viewing the most up to date information. Information appearing on such websites does not form part of this Offering Circular or the applicable Issue Document (including, in each case, any supplement thereto or replacement thereof). Neither the Issuer nor its Directors accept any responsibility whatsoever that such information, if available, is accurate and/or up to date.

An offer of Notes by the Issuer is made solely on the basis of the information contained in this Offering Circular and the applicable Issue Document (including, in each case, any supplement thereto or replacement thereof) and prospective investors should exercise an appropriate degree of caution when assessing the value of other information which may appear on such websites.

INFORMATION ON WEBSITES

As a company whose shares are quoted on the SGX-ST, DBSH, our parent company, is required to make periodic and/or continuous disclosures under the relevant listing rules of the SGX-ST. DBSH's most recently published financial information may be viewed at www.dbs.com.

The above website is intended as a guide as to where further relevant public information may be obtained free of charge. Information appearing on the above website does not form part of this Offering Circular and/or any Issue Document (including, in each case, any supplement thereto or replacement thereof) and the Issuer does not accept any responsibility whatsoever that any information, if available, is accurate and/or up to date. Such information, if available, should not form the basis of any investment decision by an investor to purchase or deal in Notes.

DESCRIPTION OF THE PROGRAMME

On 22 December 2005, the Issuer established a U.S.$3,000,000,000 Structured Note Programme for the issue of Notes to be offered to investors in or outside Singapore. The size of the programme was increased to U.S.$5,000,000,000 on 8 September 2014, to U.S.$8,000,000,000 on 23 September 2016, to U.S.$12,000,000,000 on 1 October 2019 and to U.S.$18,000,000,000 on 8 September 2023.

Any Notes offered to investors outside Singapore will only be offered in compliance with the applicable laws and regulations of the jurisdiction in which the Notes are being offered.

The Issuer will issue an issue document (the "**Issue Document**") in connection with each offer of Notes. The applicable Issue Document, read together with this Offering Circular, will contain all the material terms, conditions and information with respect to such offer of Notes.

The Issue Document shall comprise a pricing supplement containing terms and conditions applicable to each Tranche of Notes and such other information as may be required and/or permitted under the applicable laws and regulations at the time of issue (the "**Conditions Supplement**").

Under the Programme, the Issuer may issue multiple Series of Notes from time to time. The terms specific to each Series of Notes are as set out in and modified by the applicable Issue Document relating to the relevant Series of Notes. The full terms and conditions can be reviewed by reading together the following: (i) the Terms and Conditions as set out in full in the section on "Terms and Conditions of the Notes" in this Offering Circular (the "**Terms and Conditions**") which (subject to the applicable Issue Document) constitutes the basis of all Notes to be offered under the Programme, and (ii) the applicable Issue Document. The applicable Issue Document applies and/or disapplies, supplements and/or amends the Terms and Conditions in the manner required to reflect the particular terms and conditions applicable to the relevant Series of Notes (or Tranche thereof).

DESCRIPTION OF SELECTED TRANSACTION DOCUMENTS

Summary of the Programme Agreement

The following paragraphs set out a summary of certain provisions of the Programme Agreement (as defined in the "Glossary" below).

Subject to the terms and on the conditions contained in the Programme Agreement, DBS Bank Ltd. has been appointed by the Issuer as the initial Dealer under the Programme. Other Dealers (as defined in the Programme Agreement) may be appointed from time to time in respect of any issue of Notes. In respect of each issue of Notes, DBS Bank Ltd. in its capacity as a Dealer, may be the initial subscriber for the entire issue of such Notes.

Subject to the terms and conditions contained in the Programme Agreement, the Issuer may from time to time agree with any Dealer to issue, and any Dealer may agree to purchase, Notes. Where the Issuer agrees with two or more Dealers to issue, and those Dealers agree to purchase, Notes on a syndicated basis, the Issuer shall enter into a Subscription Agreement (as defined in the Programme Agreement) with those Dealers.

Before the Issuer reaches its first agreement with any Dealer for the issue and purchase of Notes, the Issuer would be required to satisfy the conditions precedent specified in the Programme Agreement. In addition, the obligations of a Dealer under any agreement for the issue and purchase, or placement as agent, of a Tranche of Notes made under the terms of the Programme Agreement are conditional upon the Issuer satisfying the conditions precedent specified in the Programme Agreement in relation to such issue.

Under the Programme Agreement, the Issuer has made certain representations and warranties to each Dealer in relation to, amongst others, the information contained in this Offering Circular, the due incorporation and valid existence of the Issuer under the laws of Singapore, and the capacity and authorisation of the Issuer to enter into the relevant agreements in relation to the Programme. In addition, the Issuer has also undertaken to each Dealer, amongst others, that where applicable, it will comply with the requirements of the relevant Clearing System in relation to Notes cleared through such Clearing System.

The Issuer undertakes that it will pay to each Dealer all commissions from time to time agreed in connection with the sale of any Notes to that Dealer (and any value added or other tax thereon).

The Programme Agreement provides that the Issuer or (as to itself) a Dealer may terminate the arrangements described in the Programme Agreement by giving not less than 30 days' written notice to the other parties thereto. In addition, the Issuer may appoint one or more New Dealers (as defined in the Programme Agreement) for the duration of the Programme or, with regard to a particular Tranche of Notes, appoint one or more New Dealers for the purposes of that Tranche, in either case upon the terms of the Programme Agreement, subject to the prior written consent of the Arranger and the other terms of the Programme Agreement.

Summary of the Agency Agreement

The following paragraphs set out a summary of certain provisions of the Agency Agreement (as defined in the "Glossary" below).

Subject to the terms and on the conditions contained in the Agency Agreement between the Issuer and DBS Bank Ltd. in its various capacities, DBS Bank Ltd. has been appointed as the Fiscal and Paying Agent, the Registrar, the Transfer Agent and the Calculation Agent (each, an "**Agent**" and together, the "**Agents**").

Under the Agency Agreement, the Fiscal and Paying Agent has agreed to act as the fiscal and paying agent of the Issuer for, amongst others, the following duties:

(a) completing, authenticating and delivering Bearer Global Notes and (if required) authenticating and delivering Definitive Bearer Notes (as defined in the "Glossary" below);

(b) paying sums due on Global Notes in bearer form, Definitive Bearer Notes, Receipts (as defined below) and Coupons;

(c) unless otherwise specified in the applicable Conditions Supplement, determining the interest and/or

other amounts payable in respect of the Notes in accordance with the Terms and Conditions;

(d) arranging on behalf of and at the expense of the Issuer for notices to be communicated to the Noteholders in accordance with the Terms and Conditions; and

(e) acting as Calculation Agent in respect of the Notes where named as such in the applicable Conditions Supplement.

Each Paying Agent has agreed to act as paying agent of the Issuer for the purposes of paying sums due on any Notes, Receipts and Coupons and performing all other obligations and duties imposed upon it by the Terms and Conditions and the Agency Agreement.

The Transfer Agent has agreed to act as transfer agent of the Issuer for the purposes of effecting transfers of Definitive Registered Notes and performing all other obligations and duties imposed upon it by the Terms and Conditions and the Agency Agreement.

The Calculation Agent has agreed to act, on a several basis in respect of each Series of Notes, as calculation agent of the Issuer for the purposes of performing all obligations and duties imposed upon it by and in accordance with the Terms and Conditions and the Agency Agreement.

The Registrar has agreed to act as registrar of the Issuer for, amongst others, the following purposes:

(i) completing, authenticating and delivering Registered Global Notes and authenticating and delivering Definitive Registered Notes;

(ii) paying sums due on Registered Notes; and

(iii) performing all other obligations and duties imposed upon it by the Terms and Conditions and the Agency Agreement.

The Registrar may from time to time, subject to the prior written consent of the Issuer, delegate certain of its functions and duties set out in the Agency Agreement to the Fiscal and Paying Agent.

Under the Agency Agreement, the Issuer has agreed to pay to the Fiscal and Paying Agent such fees and commissions as the Issuer and the Fiscal and Paying Agent shall separately agree in respect of the services of the Agents under the Agency Agreement together with any out-of-pocket expenses (including legal, printing, postage, fax, cable and advertising expenses) incurred by the Agents in connection with their services. The Fiscal and Paying Agent will make payment of the fees and commissions due under the Agency Agreement to the other Agents and will reimburse their expenses promptly after the receipt of the relevant moneys from the Issuer. The Issuer shall not be responsible for any payment or reimbursement by the Fiscal and Paying Agent to the other Agents.

Summary of the Distribution Agreement

DBS Bank Ltd. may, on its own or, together with any other Dealer(s) and any Market Agent (as defined below), enter into arrangements with one or more Distributors in connection with each issue of Notes for the purpose of the on-sale of such Notes. DBS Bank Ltd. may pay a Distributor certain commissions calculated by reference to the amount of Notes on-sold by such Distributor.

RISK FACTORS

You should carefully consider, along with the other information set out in this Offering Circular and the applicable Issue Document, the risk factors highlighted below. In particular, the applicable Issue Document may contain additional risk factors which you should consider prior to making an investment decision in respect of the relevant Series of Notes. Capitalised terms used in this section which have not been defined in this Offering Circular and the applicable Issue Document shall have the meanings given to them in the Terms and Conditions.

The information set out herein is included for the purpose of enabling you and your advisers (if any) to make an informed assessment of the terms of any Notes, the general risks of investing in any Notes, and the capacity of the Issuer to fulfil its obligations under such Notes. The risk factors set out in this document and in the applicable Issue Document cannot disclose or foresee all risks of investing in Notes. You should not rely on the information set out herein as the sole basis for any investment decision in relation to any Notes but should seek appropriate and relevant advice concerning the appropriateness of an investment in Notes in light of your circumstances, financial position and investment objectives.

References to "you" herein are to investors and prospective investors of the Notes.

Risks relating to the Issuer and other Transaction Parties

Creditworthiness of the Issuer

Unless otherwise specified in the applicable Issue Document, the Notes constitute direct, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu*, without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding. The Issuer issues a large number of financial instruments on a global basis and, at any given time, its obligations on the financial instruments outstanding may be substantial. If you invest in the Notes, you are relying upon the creditworthiness of the Issuer and no other person. Where the Notes relate to securities, you have no rights against the company that has issued such securities; where the Notes relate to an index, you have no rights against the sponsor of such index; where the Notes relate to a fund, you have no rights against the trustee or the manager of such fund; and where the Notes relate to the creditworthiness of an entity, you have no recourse to such entity. Further, an investment in the Notes is not an investment in the Underlying Assets and you will have no rights in relation to voting rights or other entitlements (including any dividend or other distributions).

Credit rating of the Issuer

As at 30 May 2023, the Issuer had long-term issuer ratings of "Aa1" from Moody's, "AA-" from S&P and "AA-" from Fitch.

A credit rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, revision, downgrade or withdrawal at any time by the assigning rating agency. Each Series of Notes issued under the Programme may be rated or unrated. Rating agencies may also revise or replace entirely the methodology applied to derive credit ratings. Moreover, no assurances can be given that a credit rating will remain for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the relevant rating agency if, in its judgment, circumstances in the future so warrant or if a different methodology is applied to derive such credit ratings.

Any decline in the credit ratings of the Issuer may affect the market value of the Notes. The credit ratings of the Issuer are an assessment of its ability to pay its obligations, including those in respect of the Notes. Consequently, actual or anticipated declines in the credit ratings of the Issuer may affect the market value of the Notes. The Issuer has no obligation to inform Noteholders or investors of any such revision, downgrade or withdrawal. Moreover, the credit ratings of the Issuer do not reflect the potential impact related to market or other considerations discussed herein relating to the Notes.

The Notes contain no covenants that prohibit the Issuer or its subsidiaries from entering into agreements which may incur additional indebtedness, or which may restrict its subsidiaries' ability to pay dividends and distributions to the Issuer. In the event of such occurrences, the credit rating of the Issuer may be downgraded from time to time. The Notes also contain no covenants that prohibit the Issuer or its subsidiaries from creating or

permitting to exist any mortgage, charge, pledge, lien or other encumbrance upon the whole or any part of its undertaking, assets or revenues to secure any loan or other indebtedness or obligation.

The exercise by the MAS of resolution powers may be beyond the control of the Issuer.

The MAS has certain resolution powers over failed financial institutions (or financial institutions which are at risk of failure, or which have breached their regulatory obligations) and these resolution powers can be exercised by the MAS prior to insolvency of the said financial institutions. These resolution powers are currently set out in the Monetary Authority of Singapore Act 1970 of Singapore ("**MAS Act**"). However, when the Financial Services and Markets Act 2022 of Singapore (the "**FSM Act**") fully comes into force, the MAS' resolution powers under the MAS Act will be moved over to the new FSM Act. While the FSM Act was gazetted on 11 May 2022, it is being implemented in phases, with the first phase having commenced on 28 April 2023. The remaining phases are targeted to be implemented between the second half of 2023 and 2024. When the FSM Act fully comes into force, the resolution powers of the MAS under the MAS Act will be moved over to the FSM Act.

The MAS' resolution powers include among other things, the power to transfer the whole or part of the business of a financial institution, the power to order a compulsory transfer of shares of a financial institution, the power to order a compulsory restructuring of share capital of the institution, the exercise of statutory powers allowing the MAS to temporarily stay early termination rights (including set-off and netting rights) of counterparties to financial contracts (including those governed by foreign laws) entered into with a financial institution over which the MAS may exercise its resolution powers (which would include Singapore licensed banks), a statutory bail-in regime, cross-border recognition of resolution action, creditor safeguards and resolution funding. The MAS also has statutory bail-in powers to write down or convert a Singapore-incorporated bank or Singapore-incorporated bank holding company's debt into equity. These powers extend to the Issuer and DBSH. As specified under Division 4A of Part 4B of the MAS Act, the classes of instruments subject to the statutory bail-in powers of the MAS include equity instruments and unsecured subordinated debt issued on or after 29 November 2018. In addition, a Singapore-incorporated bank which has been issued a direction concerning recovery planning and implementation and its subsidiaries must include enforceable provisions in their financial contracts governed by foreign laws which contain termination rights to ensure that the exercise of the termination rights for such contracts will be subject to MAS' powers under sections 83 and 84 of the MAS Act (which prevent parties from exercising termination rights that arise out of the MAS' exercise of resolution powers and in the case of section 84, during the period of the temporary stay). This would apply to financial contracts governed by foreign laws which contain termination rights that are entered into by the Singapore-incorporated bank or its subsidiaries on or after 1 November 2024, or an existing contract which the Singapore-incorporated bank or its subsidiaries executes under it on or after 1 November 2024.

If the MAS exercises its resolution powers in respect of the Issuer and/or DBSH, this may have the effect of adversely affecting the business, financial condition and results of operations of the Issuer, DBSH and DBSH's subsidiaries.

Review and advice

You must determine, based on your own review and such professional advice (including, without limitation, tax, accounting, credit, legal and regulatory advice) as you deem appropriate under the circumstances, that your acquisition and holding of Notes (i) is fully consistent with your (or if you are acquiring Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to you (whether acquiring such Notes as principal or in a fiduciary capacity), and (iii) is a fit, proper and suitable investment for you (or if you are acquiring such Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding such Notes. None of the Issuer, the Arranger, any Distributor or any of their respective affiliates is acting as an investment adviser, or assumes any fiduciary obligation, to any investor of Notes.

No reliance

You may not rely on the Issuer, a Distributor, the Arranger, the Agents or any affiliate in connection with your determination as to the legality of an acquisition of Notes by you or as to the other matters referred to above.

Risks relating to Notes

General risk warning

The Notes are not conventional debt securities as they are linked to the performance or movement in one or more Underlying Assets which may be rates, currencies or currency exchange rates, commodities, bullion,

equity securities or other equity instruments (including but not limited to exchange traded funds), debt securities or other debt instruments issued by any entity (including but not limited to corporates, sovereigns and unincorporated entities), economic indices or measures of economic risk or value, the creditworthiness of one or more entities (including but not limited to corporates, sovereigns and unincorporated entities), any other benchmarks (whether in the form of a rate or index) by which payments or deliveries of an asset, security or instrument may be made, or a combination, variation or derivative of any of the foregoing, as described in the applicable Issue Document. You should therefore understand that the payment amount, whether in respect of principal, interest or any other sum payable under the Notes, will be dependent upon the performance of the Underlying Asset or basket of Underlying Assets and may, in certain circumstances, be zero.

Suitability of Notes

An investment in structured products such as Notes issued under the Programme involves substantial risks including market risk, liquidity risk, and the risk that the Issuer will be unable to satisfy its obligations under any Notes. This Offering Circular and the applicable Issue Document are not and do not purport to be investment advice.

You should ensure that you understand the nature of all these risks before making a decision to invest in Notes. You should conduct such investigation and analysis regarding the Programme and any Notes to be issued under it as you deem appropriate. You should make an investment only after you have determined that such investment is suitable for you in light of your circumstances, financial position and investment objectives. Structured products such as Notes issued under the Programme are not suitable for inexperienced investors. If you are in any doubt, you must seek professional advice.

You have no rights to the Underlying Assets

Investing in the Notes is not the same as owning the Underlying Assets. You have no rights under the Notes to any Underlying Asset. In the event of any loss on your investment under the Notes, you will not have recourse under the Notes to the Underlying Assets.

Increases in the value of the Underlying Assets may not lead to increases in the market value of the Notes or a higher return on your investment

The Notes are structured investment products. Buying the Notes is not the same as buying the Underlying Assets. Increases in the value of the Underlying Assets may not lead to an increase in the market value of the Notes of the same magnitude or even to any increase at all. In addition, the market value of the Notes may be affected by other factors not directly related to the value of the Underlying Assets, such as market interest rate movements.

Further, increases in the value of the Underlying Assets may not lead to an increase in your investment returns under the Notes of the same magnitude or even any increase at all as the payment of principal, interest or any other sum payable under the Notes will depend on the terms of each particular Series or Tranche of Notes as set out in the applicable Issue Document.

Risk of fluctuations in value of the Notes

Structured products such as the Notes can be volatile instruments and may be subject to considerable fluctuations in value and other risks inherent in investing in securities and there can be no assurance that any appreciation in value will occur or that its capital value will be preserved. Even where a particular Series or Tranche of Notes is redeemable at par on maturity, the value of the Notes can still fluctuate prior to maturity. The price of the Notes may fall in value as rapidly as it may rise due to factors including (but not limited to) variations in the frequency and magnitude of the changes in the prices of any securities, commodities or any derivative instruments that may underlie the Notes or in the level of any index to which the Notes relate, dividends and interest rates, and the creditworthiness of the reference entities.

Repayment of principal amount is not guaranteed, whether on maturity or otherwise

If Notes are repurchased or redeemed before the maturity date, the principal amount of (or your investment in) the Notes may not be protected. If you hold Notes until the maturity date specified in the applicable Issue Document, you will receive an amount equivalent to the redemption amount or equivalent specified in the applicable Issue Document, which amount may be less than your original investment amount. In each case,

there is no guarantee that the amount that you will receive on or prior to the maturity date of the Notes will be equal to your original investment amount.

There may be no interest payable on the Notes

Any amount of interest payable to you under the Notes will depend on the terms of each particular Series or Tranche of Notes set out in the applicable Issue Document, including but not limited to, the performance of the Underlying Asset or basket of Underlying Assets linked to such Notes. If the terms of the Notes are not met, the interest amounts on the Notes will be affected. In addition, where the Notes are repurchased or redeemed before the maturity date, any interest amounts payable on the Notes will be affected as well. You may not receive any interest amounts payable on the Notes for the whole term of the Notes.

Exposure to exchange rate risks

You may be exposed to exchange rate risks where Notes are denominated in one currency (for the purpose of this risk factor, the "**base currency**") and the Underlying Assets are denominated in, or the basis upon which the repayment of the principal amount of Notes or the basis upon which any interest or other returns on Notes are calculated in, one or more different currencies. Depending on the performance of these other currencies against the base currency, the market value of Notes will be affected. If such currencies weaken against the base currency, the market value of Notes is likely to decrease and *vice versa*.

Exchange rates between currencies are determined by forces of supply and demand in the foreign exchange markets. These forces are, in turn, affected by factors such as international balances of payments and other economic and financial conditions, government intervention in currency markets and currency trading speculation. Fluctuations in foreign exchange rates, foreign political and economic developments, and the imposition of exchange controls or other foreign governmental laws or restrictions applicable to such investments may affect the foreign currency market price and the exchange rate- adjusted equivalent price of the Notes. Fluctuations in the exchange rate of any one currency may be offset by fluctuations in the exchange rate of other relevant currencies.

Exchange-traded funds

Where the Underlying Assets consist of units in a fund, collective investment scheme, pooled investment vehicle or the like (for the purpose of this risk factor, a "**Fund**"), neither the Issuer nor its affiliates have the ability to control or predict the actions of the trustee or the manager of the Fund. The Fund is not, and its trustee and manager are not, involved in the offer of the Notes in any way, and none of them has any obligation to consider the interest of the Noteholders in taking any actions with regard to the Fund that might affect the value of the Notes.

The Issuer will have no role in the Fund. The manager of the Fund is responsible for making strategic, investment and other trading decisions with respect to the management of the Fund consistent with its investment objectives and/or investment restrictions as set out in the documents constituting or relating to the Fund. The manner in which the Fund is managed and the timing of such decisions will have a significant impact on the performance of the Fund and hence, on the value of the Fund and the price of units in the Fund.

The different Classes of Notes

Where a Series of Notes comprises more than one Class (up to a maximum of three), each Class may bear interest in a different manner and may rank differently with respect to priority of payment of interest and/or principal. Thus, the rights to receive payments in respect of more junior ranking Class or Classes of Notes are junior and subordinate to the rights to receive payments in respect of more senior ranking Class or Classes of Notes. The risks of delays in payments or ultimate non-payment of principal and/or interest will be borne disproportionately by holders of the more junior ranking Class or Classes of Notes as compared to holders of more senior ranking Class or Classes of Notes.

Physical settlement of Notes

The Issue Document may provide that the Issuer may, at its election or otherwise as provided in the Issue Document, physically settle its payment obligations under the Notes. When such Notes are physically settled, the Issuer will not pay you cash in discharge of its payment obligations, whether in respect of principal, interest or otherwise, under the Notes but will deliver to you the Underlying Assets, which may, for example, be shares

(or any other form of equity securities) or bonds (or any other form of debt securities) specified in the applicable Issue Document.

There is no guarantee that there will be any market or liquidity in relation to such assets or if you would be able to dispose or realise such Underlying Assets for an amount equivalent to the payment obligations of the Issuer under such Notes. Therefore, if the Issuer physically settles any of its payment obligations under such Notes, you may upon realisation of such Underlying Assets receive less cash than if the Issuer had settled its payment obligations under such Notes in cash.

Foreign Account Tax Compliance Act withholding

Pursuant to certain provisions of U.S. law, commonly known as Foreign Account Tax Compliance Act ("**FATCA**"), withholding may be required on, among other things, (i) certain payments made by "foreign financial institutions" ("**foreign passthru payments**"), (ii) "dividend equivalent" payments and (iii) payments of gross proceeds from the disposition of assets that generate dividend equivalent payments, in each case, to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including Singapore) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Additionally, proposed U.S. Treasury regulations have been issued that provide for (x) the repeal of the withholding tax applicable to payments of gross proceeds from the disposition of assets that generate dividend equivalent payments and (ii) the extension of the date on which withholding applies to foreign passthru payments to the date that is two years after the date of publication in the Federal Register of applicable final regulations defining foreign passthru payments. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of the final regulations. In the event any withholding would be required pursuant to FATCA or IGA with respect to payments on the Notes, neither the Issuer nor any person will be required to pay additional amounts as a result of the withholding. Prospective investors should refer to the section "Taxation – Foreign Account Tax Compliance Act."

U.S. withholding on "dividend equivalent payments" may affect payments on the Notes

Under Section 871(m) of the U.S. Internal Revenue Code of 1986 (the "**Code**") and the U.S. Treasury regulations thereunder ("**Section 871(m)**"), a 30% withholding tax will be imposed on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met (such instruments, "**Specified Notes**"). If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Additionally, the Issuer may withhold at a rate of 30% tax on any payment on the Notes in respect of any amount treated as a "dividend equivalent" arising with respect to such Notes regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a Holder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A Holder may be able to claim a refund of any excess withholding provided that the required information is timely furnished to the U.S. Internal Revenue Service (the "**IRS**"). Prospective investors should refer to the section "Taxation – U.S. Withholding on Dividend Equivalent Payments."

Benchmark reform

Investors should consult their own independent advisers, conduct their own independent investigation and make their own assessment about the potential risks and consequences arising from any benchmark reforms in making any decision with respect to the Notes.

Benchmark reform and risk of discontinuance and/or non-representativeness

Interbank offered rates ("**IBORs**") and some IBOR-linked rates (which include the London Inter-Bank Offered Rate ("**LIBOR**"), Euro Inter-Bank Offered Rate ("**EURIBOR**"), Singapore Interbank Offered Rate ("**SIBOR**") or Singapore Dollar Swap Offer Rate ("**SOR**") and certain swap rates such as USD LIBOR ICE Swap Rate), which are deemed to be or used as reference rates or benchmark rates, have been the subject of national and international regulatory guidance and proposals for reform. Many IBORs and IBOR-linked rates have either ceased to be published or are no longer representative of the underlying market they seek to measure. A number of the remaining IBORs (e.g. 1-month and 3-month SIBOR) are also expected to be discontinued in the near future.

The elimination of, or changes in the manner of administration of, any benchmark, could require an adjustment to the terms and conditions, or result in other consequences, in respect of Notes which are linked to, or reference

such benchmarks, or a swap rate that is itself based on such benchmark. Any such changes or any other consequential changes as a result of national and/or international reforms or other initiatives or investigations in respect of benchmarks, could also have a material adverse effect on the value of and return on the Notes if they are linked to or reference such benchmarks, or a swap rate that is itself based on such benchmark.

The market continues to develop in relation to risk-free rates (including overnight rates)

As part of benchmark reform, relevant industry working groups and/or regulators have strongly encouraged the transition away from IBORs or IBOR-linked rates and have identified alternative reference rates based on risk-free rates (each a "**RFR**") to take the place of IBORs as primary benchmarks. These alternative reference rates include (i) for sterling LIBOR, the Sterling Overnight Index Average ("**SONIA**"), (ii) for EONIA and EURIBOR, the Euro-Short Term Rate ("**€STR**"), (iii) for USD LIBOR, the Secured Overnight Financing Rate ("**SOFR**"), and (iv) for SOR, the Singapore Overnight Rate Average ("**SORA**"). As a replacement for USD LIBOR ICE Swap Rate, the ICE Benchmark Administration Limited ("**IBA**") launched the USD SOFR ICE Swap Rate.

An investor should be aware of the following risks relating to the use of RFRs and RFR-linked rates in any Notes issued by the Issuer:

1. The market continues to develop in relation to RFRs as a reference rate and as an input to other benchmark rates, and this includes the convention for calculating interest rates and other payment for products referencing such rates. The market or a significant part thereof may adopt an application of RFRs that differs significantly from that used in relation to the Notes and could adversely affect the market value of the Notes. The Issuer may in the future also issue Notes referencing RFRs or RFR-linked rates that differ materially in terms of calculation methodology when compared with the Notes or any previous Notes referencing the same RFRs or RFR-linked rates issued by the Issuer. The development of reference rates derived from RFRs, including RFR compounded in arears and RFR-derived term rates ("**Term RFRs**") as well as the continuous development of other RFR-based rates and the market infrastructure of adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market value of any such Notes which reference a RFR or a RFR-linked rate from time to time. Further, there can be no guarantee that any RFR or RFR-linked rate, which is referenced in a series of Notes, will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in such Notes (or that any applicable benchmark fallback provisions provided in the terms and conditions of the Notes will provide a rate which is economically equivalent for holders). If the manner in which such RFR or RFR-linked rate is calculated is changed, that change may result in a reduction of the value and return on such Notes.

2. RFRs are overnight rates which are "backward-looking". Accordingly, save for limited exceptions such as Term RFRs, the use of RFRs or RFR-linked rates will usually have implications on a range of processes from settlement, to accounting, and risk management, and could have a material adverse effect on the value of and return on Notes referencing such rates. In addition, the "backward-looking" nature of RFRs also means that, save for limited exceptions such as Term RFRs, payments of interest in respect of Notes referencing RFRs or RFR-linked rates can generally only be capable of being determined after the end of the relevant interest period and immediately prior to the relevant interest payment date, and can therefore be difficult for investors in such Notes to accurately estimate upfront the amount of interest which will be payable on such Notes. Whilst Term RFRs are forward-looking in nature, investors should be aware that Term RFRs generally only constitute a forward-looking estimate (and not the actual rate) of the relevant RFR over the relevant tenor and is usually derived from derivatives referencing the relevant RFR. The methodology for constructing Term RFRs with respect to the same RFR may also differ amongst different administrators (for example, as between CME Group Benchmark Administration Limited for CME Term SOFR and ICE Benchmark Administration Limited for ICE Term SOFR) and this can result in differences in the value of Notes referencing Term RFRs depending on who the administrator is.

3. Whilst IBORs are forward-looking term rates that embed bank credit risk, RFRs are overnight rates and are intended to be nearly risk-free. This is also the case of Term RFRs even though they may be forward looking in nature. RFRs are also comparatively new and there is less historical data available as compared to IBORs. As such, a series of Notes that references a RFR or RFR-linked rate may behave materially differently from other products which reference an IBOR and could provide a worse return over time.

4. Where a RFR is used as the relevant benchmark rate (or is used as part of a benchmark rate to calculate any amount payable on any instrument), the relevant amount may be calculated on the basis of a compounded RFR which is calculated using certain formula as adjusted to account for any difference in term structure or tenor of such RFR as compared to the rate it is intended to replace, and not the RFR published on or in respect of a particular date. For this and other reasons, if any Note should reference such RFR (or should involve a payment which is to be determined on the basis of a RFR), the rate of interest used in such Notes in respect of any calculation period will not be the same as the benchmark rate used in other investments linked to such RFR (or such other benchmark rate) that use an alternative basis to determine the applicable interest rate.

The manner of adoption or application of a RFR or RFR-linked rates may differ materially between the derivatives market, the bond market and the loan market. In addition, where Term RFRs are concerned, different regulatory authorities and/or industry bodies may have varying approaches to the suitability or otherwise the reference or use of Term RFRs for different products. Investors should carefully consider how any mismatch between the adoption of RFRs or RFR-linked 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 such RFRs or RFR-linked rates.

Benchmark Regulations

Regulation (EU) 2016/2011, as amended (the "**EU Benchmark Regulation**") and the EU Benchmark Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended) and regulations made thereunder (the "**UK Benchmark Regulation**", and together with the EU Benchmark Regulation, the "**Benchmarks Regulations**") are key elements of the ongoing regulatory reform in, respectively, the EU and the UK.

The EU Benchmark Regulation applies to the contribution of input data to a benchmark, the provision of a benchmark, and the use of a benchmark in the EU. In particular, amongst others, the EU Benchmark Regulation (i) requires benchmark administrators to be authorised or registered (or if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed); and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or if non-EU based, not deemed equivalent or recognised or endorsed). The UK Benchmark Regulation contains substantially the same provisions as the EU Benchmark Regulation, save for its narrower geographical scope of application.

The Benchmark Regulations could have a material impact on Notes linked to a rate or index deemed to be a "benchmark"; in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmark Regulations. Such changes could, among others, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

Benchmark Event and Alternative Rates

To address certain benchmark related events such as benchmark reform, the terms of the Notes provide that if a Benchmark Event (as defined in the Benchmark Replacement Provisions) has occurred with respect to the relevant benchmark rate, certain fallback arrangements (as determined by the Calculation Agent) may apply. Such fallback arrangements include the possibility of the use of (1) a replacement rate which is an Alternative Pre-nominated Reference Rate (as defined in the Benchmark Replacement Provisions), (2) a replacement rate which is either an Interpolated Benchmark Rate (as defined in the Benchmark Replacement Provisions) or an alternative rate recommended by the Relevant Nominating Body (as defined in the Benchmark Replacement Provisions), or (3) an alternative rate which is customarily applied in any related market (including the derivatives market) as the Calculation Agent deems appropriate (each an "**Alternative Rate**"). The Calculation Agent may also (i) make any adjustments to such Alternative Rate (including a spread adjustment (which may be positive or negative)) to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the relevant benchmark rate with the Alternative Rate, and (ii) any other changes to the terms and conditions of the Notes (including business day convention, day count fraction, payment dates, rate fixing dates), in each case that are substantially consistent with accepted market practice to reflect the adoption of such Alternative Rate and/or to preserve the economic equivalent of the Notes before and after the replacement (or, if the Calculation Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for the use of such Alternative Rate exists, that the Calculation Agent determines is reasonably necessary).

There is a risk that a Benchmark Event may have already occurred at the time of issue of the Notes or that a Benchmark Event may occur sometime in the future. Investors should therefore be aware of the following:

1. On the occurrence of a Benchmark Event, neither the Issuer nor the Calculation Agent will be obliged to identify an Alternative Rate and there is no time limit on when the Issuer nor the Calculation Agent will be required to identify an Alternative Rate, although each of the Issuer and the Calculation Agent will be required to act in good faith and in a commercially reasonable manner.

2. When an Alternative Rate is identified, it may not always be possible to determine or apply an adjustment spread. Even if an adjustment spread is applied, such adjustment spread may not be effective to reduce or eliminate economic prejudice to investors, and investors should carefully consider the effect and the basis on which such adjustments are made.

3. If an Alternative Rate is identified, consent of the Noteholders will not be required for the use of an Alternative Rate, related adjustments (including spread adjustments) and any amendments that may be required to be made to the terms of the Notes to give effect to such Alternative Rate. Instead, such Alternative Rate and any such adjustments and amendments will take effect upon notification by the Issuer.

4. The composition or characteristics of an Alternative Rate may differ in a material respect from those of the benchmark rate being replaced. For example, the original benchmark rate could be a forward-looking rate while the Alternative Rate, which could be based on an overnight RFR, would be "backward-looking". Please refer to the section above entitled "Risks associated with risk-free rates (including overnight rates)" for further information on the risks relating to the use of RFRs and RFR-linked rates.

It is also important for investors to note that under the terms of the Notes, if the Issuer determines that the Calculation Agent has not, or is unable to unable to identify an Alternative Rate and/or make necessary adjustments and/or amendments to the terms of the Notes on the occurrence of a Benchmark Event, the Issuer may redeem the Notes at an amount equal to the Early Redemption Amount (Benchmark Event) (as defined in the Benchmark Replacement Provisions).

If no Alternative Rate has been specified but the original benchmark rate can no longer be determined, is no longer available or representative or it has become illegal to use such rate, then the Calculation Agent has discretion to decide on how to calculate the amounts to be paid or delivered. In the case where the rate of interest is used for determining the coupon for the Notes for a particular interest period, the Calculation Agent may use the rate of interest determined for the previous interest period.

This may result in the effective application of a fixed rate for a Note linked to such a benchmark. In addition, if there is a Material Methodology Change Event (as defined in the Benchmark Replacement Provisions), instead of identifying an Alternative Rate, the Calculation Agent and/or the Issuer may continue to apply the original benchmark rate and may make adjustments to the terms and conditions of the Notes, or take any other action as it deems appropriate, including (in the case of the Issuer) redeeming all of the Notes.

Investors should be aware that the manner in which fallback arrangements apply on the occurrence of a Benchmark Event may differ materially between the derivatives market, the bond market and the loan market. Hence, investors should carefully consider how any mismatch across these products may impact any hedging or other financial arrangements which they may put in place in connection with the Notes, including broader consequences on tax and accounting.

Risks relating to liquidity

Market, liquidity and yield considerations; Sale procedure

You should be prepared to hold Notes until the relevant maturity date specified in the applicable Issue Document. Notes may not have an established trading market when issued. There will be no secondary market for the Notes. The Market Agent (if any as specified in the applicable Issue Document) intends, but is under no obligation, to make a market in the Notes (see below). The price at which the Notes may be bought back may be higher or lower than the initial subscription price or purchase price depending on many factors, including prevailing interest rates and prevailing interest rates expectations, the Issuer's perceived credit quality and the market for any similar securities. Consequently, you may not be able to sell your Notes readily or at prices that will enable you to realise a yield comparable to that of similar instruments (if any) with a developed secondary market.

Buy back arrangements

Where specified in the applicable Issue Document, the Market Agent intends under ordinary market conditions to quote prices for the Notes on request. The price quoted, if any, will be affected by many factors including, but not limited to, (i) the market price and volatility of each of the relevant underlying product of the Notes and equity and credit markets generally, (ii) political, economic, legal and market conditions that could directly or indirectly affect the market price of each of the relevant underlying product of the Notes, (iii) interest rates, (iv) the shape of the yield curve, (v) the expected interest rate volatility, (vi) the time remaining to maturity of the Notes, (vii) foreign exchange rates (in the case of quanto Notes), and (viii) Hedging Costs.

Risk of extension of the maturity date

You should note that the investment term of Notes may be extended in the event the maturity date of Notes, as specified in the applicable Issue Document, is deferred. In such event, the payment of the redemption amount of Notes may be delayed beyond the maturity date of such Notes initially specified in the applicable Issue Document.

Risks relating to conflicts of interests

Potential and actual conflicts of interests

DBS Bank Ltd., as the Issuer, and/or its subsidiaries and affiliates may act in a number of capacities in relation to the Notes, including, without limitation, as the Arranger, the Market Agent, the Fiscal and Paying Agent, the Calculation Agent, the Registrar and the Transfer Agent and such other capacities as may be specified in the applicable Issue Document.

In performing each of the above roles, any decisions made or discretions exercised by DBS Bank Ltd. in each such capacity, particularly in its capacity as the Calculation Agent, will be made in good faith and (in the absence of manifest error), shall be binding on the Noteholders. Notwithstanding the above, you should be aware that such decisions may have an unforeseen adverse impact on the financial return of the Notes.

The economic interests of DBS Bank Ltd. and/or its subsidiaries and affiliates in each such capacity may be opposed to the interests of investors and potential and actual conflicts of interests may arise from the different roles played by DBS Bank Ltd. and/or its subsidiaries and affiliates. As a result, investors will be exposed not only to the credit risk of DBS Bank Ltd. as the Issuer and/or its subsidiaries and affiliates, but also the operational risks arising from the potential or actual conflicts of interests of DBS Bank Ltd. and/or its subsidiaries and affiliates in assuming their duties and obligations in relation to and under any Notes.

DBS Bank Ltd. will take steps to ensure that, in respect of each of the above roles to be performed by it in relation to the Programme, there are separate teams performing the respective functions. In addition, DBS Bank Ltd. will also take steps to ensure, that in performing such roles, it will be discharging its obligations with the same level of objectivity as if it were discharging its obligations to a third party client.

In addition, DBS Bank Ltd. and any of its subsidiaries and affiliates, in connection with their other business activities, may from time to time engage in business with or possess or acquire material information about the Underlying Assets or entities or any other asset or entity on whose condition the payments on Notes are dependent. Such activities and information may cause consequences adverse to the investors in Notes. Such actions may include, without limitation, the exercise of voting powers, the purchase and sale of securities, financial advisory relationships and exercise of creditor rights. DBS Bank Ltd. and/or any of its subsidiaries and affiliates have no obligation to disclose such information about any such asset or entity. DBS Bank Ltd., its subsidiaries and affiliates and its or their respective officers and Directors may engage in any such activities without regard to investors of the Notes or the effect that such activities may directly or indirectly have on investors.

In the ordinary course of their business, including without limitation, in connection with the Issuer's or the Market Agent's market making activities, the Issuer, the Market Agent or any of their subsidiaries and affiliates may effect transactions for their own account or for the account of their customers and hold long or short positions in the Underlying Assets or related derivatives. In addition, in connection with the offering of any Notes, the Issuer or any of its subsidiaries and affiliates may enter into one or more hedging transactions with respect to the Underlying Assets or related derivatives. In connection with such hedging or market making activities or with respect to proprietary or other trading activities, the Issuer, the Market Agent or any of their subsidiaries and affiliates may enter into transactions in the Underlying Assets or related derivatives which may affect the market price, liquidity or value of the Notes and which may affect the interests of investors in the Notes.

The above situations may result in consequences which may be adverse to your investment in the Notes and may present certain conflicts of interest. The Issuer assumes no responsibility whatsoever, whether directly or indirectly, for such consequences and their impact upon your investment in the Notes and owes no duty to you to avoid such conflicts.

You should seek independent advice as you deem appropriate to evaluate the risk of these potential conflicts of interests.

Risks relating to Credit Linked Notes

The Issuer may issue Notes where the amount of principal and/or interest payable is dependent upon whether certain events ("**Credit Events**") have occurred in respect of one or more entities (together "**Reference Entities**" and each, a "**Reference Entity**") and, if so, on the value of certain specified assets of such Reference Entity(ies) or, where, if such events have occurred, the Issuer's obligation is to deliver certain specified assets upon redemption of the Notes.

You should be aware that depending on the terms of the Credit Linked Notes (i) you may receive no or a limited amount of interest, (ii) payment of principal or interest or delivery of any specified assets may occur at a different time than expected and (iii) you may lose all or a substantial portion of your investment.

The market price of such Notes may be volatile and will be affected by, amongst other things, the time remaining to the redemption date and the creditworthiness of the reference entity which in turn may be affected by the economic, financial and political events in one or more jurisdictions.

This Offering Circular contains terms and conditions for Credit Linked Notes with terms based on the 2014 Credit Derivatives Definitions (the "**2014 ISDA Definitions**").

The Issuer's obligations in respect of Credit Linked Notes are irrespective of the existence or amount of the Issuer's and/or any affiliates' credit exposure to a reference entity and the Issuer and/or any affiliate need not suffer any loss nor provide evidence of any loss as a result of the occurrence of a Credit Event.

The holders of Credit Linked Notes will be exposed to the credit of one or more Reference Entities, which exposure shall be, unless otherwise stated in the Conditions Supplement, to the full extent of their investment in such Notes. Upon the occurrence of any of the default events comprising a Credit Event with respect to any Reference Entity, the Noteholders may suffer significant losses at a time when losses may be suffered by a direct investor in obligations of such Reference Entity. However, the holding of a Note is unlikely to lead to outcomes which exactly reflect the impact of investing in an obligation of a Reference Entity, and losses could be considerably greater than would be suffered by a direct investor in the obligations of a Reference Entity and/or could arise for reasons unrelated to such Reference Entity. Noteholders should also note that a Credit Event may occur even if the obligations of a Reference Entity are unenforceable or their performance is prohibited by any applicable law or exchange controls.

Where cash settlement or auction settlement applies, the occurrence of a Credit Event in relation to any Reference Entity from time to time may result in a redemption of the Notes in a reduced nominal amount or at zero, and interest bearing Credit Linked Notes may cease to bear interest on or prior to the date of occurrence of such circumstance.

Where physical settlement applies, the occurrence of a Credit Event may result in the redemption of the Notes by delivery of certain direct or indirect obligations of the affected Reference Entity, which obligations are likely to have a market value which is substantially less than their par amount. Where the Notes provide for physical delivery, the Issuer may determine that the specified assets to be delivered are either (a) assets which, for any reason (including, without limitation, failure of the relevant clearance system or due to any law, regulation, court order or market conditions or the non-receipt of any requisite consents with respect to the delivery of assets which are loans), are impossible or illegal to deliver on the specified settlement date, or (b) assets which the Issuer and/or any affiliate has not received under the terms of any transaction entered into by the Issuer and/or such affiliate to hedge the Issuer's obligations in respect of the Notes. Any such determination may delay settlement in respect of the Notes and/or cause the obligation to deliver such specified assets to be replaced by an obligation to pay a cash amount which, in either case, may affect the value of the Notes and, in the case of payment of a cash amount, will affect the timing of the valuation of such Notes and as a result, the amount of principal payable on redemption. You should review the section on "Terms and

Conditions of the Notes" in this Offering Circular and the Issue Document to ascertain whether and how such provisions should apply to the Notes.

Investors in the Notes are accordingly exposed, as to both principal and (if applicable) interest, to the credit risk of the Reference Entity. The maximum loss to an investor in the Notes is 100 per cent. of their initial principal investment, together with (if applicable) any accrued interest amounts.

A Credit Event may occur prior to the Trade Date

Holders of the Notes may suffer a loss of some or all of the principal amount of the Notes in respect of one or more Credit Events that occur prior to the Trade Date or the Issue Date. Neither the Calculation Agent nor the Issuer nor any of their respective Affiliates has any responsibility to inform any Noteholder, or avoid or mitigate the effects of a Credit Event that has taken place prior to the Trade Date or the Issue Date.

Increased credit risk is associated with "First-to-Default" or "N^{th}-to-Default" Credit Linked Notes

Where the Notes are First-to-Default or N^{th}-to-Default Credit Linked Notes, the Notes may be subject to redemption in full as described above upon the occurrence of a Credit Event in relation to the first or the n^{th} Reference Entity in respect of which a Credit Event occurs. The credit risk to Noteholders may further be increased as a result of the concentration of Reference Entities in a particular industry sector or geographic area or the exposure of the Reference Entities to similar financial or other risks.

Investors' exposure to the credit performance of the Reference Entities may not correspond to actual market recovery on such Reference Entities.

Amendment of Credit Linked Conditions in accordance with market convention

The Calculation Agent may from time to time amend any provision of the Credit Linked Conditions to incorporate and/or reflect further or alternative documents or protocols from time to time published by ISDA with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees which the Calculation Agent and the Issuer determine in a commercially reasonable manner are necessary to reflect or conform to market practice for credit derivative transactions or hedging arrangements of the Issuer.

ISDA Credit Derivatives Definitions

A prospective investor should understand that the complete terms and conditions of the Notes are as set out in this Offering Circular and the applicable Issue Document and the 2014 ISDA Definitions are not incorporated by reference herein. Consequently, investing in Credit Linked Notes is not necessarily equivalent to investing in a credit default swap that incorporates the 2014 ISDA Definitions.

While ISDA has published and, where appropriate, supplemented the 2003 ISDA Credit Derivatives Definitions (the "**2003 ISDA Definitions**") and the 2014 ISDA Definitions in order to facilitate transactions and promote uniformity in the credit derivatives market, the credit derivatives market has evolved over time and is expected to continue to change. Consequently, the 2014 ISDA Definitions and the terms applied to credit derivatives generally, including Credit Linked Notes, are subject to further evolution. Past events have shown that the view of market participants may differ as to how either set of the ISDA Definitions operate or should operate. As a result of the continued evolution of the market, the Credit Linked Notes may not conform to future market standards. Such a result may have a negative impact on the Credit Linked Notes and there can be no assurances that changes to the terms applicable to credit derivatives generally will be predicable or favourable to the Issuer or the Noteholders.

Differences between the 2003 ISDA Definitions and the 2014 ISDA Definitions

There are a number of important differences between the 2003 ISDA Definitions and the 2014 ISDA Definitions. In particular, the 2014 ISDA Definitions have:

a. introduced a new Credit Event of "Governmental Intervention", which is intended to capture "bail-in" procedures to which financial institutions may be subject;

b. made certain amendments to the Restructuring Credit Event to provide for the possibility of a Euro exit;

c. reduced the number of buckets applicable in circumstances where Mod Mod R is applicable and deleted the concept of the "Enabling Obligation" which was previously applicable to both Mod R and Mod Mod R;

d. introduced the concept of Asset Package Delivery in respect of certain Financial Reference Entities and Sovereigns. This provides that if Deliverable Obligations are exchanged into non-Deliverable assets or written-down in part or in full, in certain circumstances, the credit protection buyer will be able to deliver the resultant package of Assets or the written-down Deliverable Obligation to realise its protection;

e. split credit protection between senior and subordinated coverage in respect of a Governmental Intervention and Restructuring Credit Event for Financial Reference Entities, i.e. a Senior Transaction will only be triggered by a Restructuring or Governmental Intervention of Senior Obligations and a Subordinated Transaction will not be capable of being triggered by a Restructuring or Governmental Intervention of an obligation which is Subordinated to the Subordinated Reference Obligation;

f. made a number of changes to the provisions for determining a Successor to a Reference Entity, particularly with respect to Financial and Sovereign Reference Entities;

g. provided for a new election of "Standard Reference Obligation" which, if chosen, will mean that the Reference Obligation will be the obligation of the relevant seniority level published in respect of the relevant Reference Entity on a List maintained by ISDA. A transaction on the terms of the 2014 ISDA Definitions may elect not to apply that election such that the Reference Obligation would remain as chosen by the parties, although, if this is the case, the procedure for selecting a Substitute Reference Obligation has also changed significantly in the 2014 ISDA Definitions;

h. replaced the Not Contingent Deliverable Obligation Characteristic with the concept of Outstanding Principal Balance. In order for an obligation (including the Reference Obligation) to constitute a Deliverable Obligation, it must have an Outstanding Principal Balance greater than zero;

i. amended the definition of "Qualifying Guarantee" to expand the universe of guarantees that can constitute Qualifying Guarantees (with a particular emphasis on including, to some extent, guarantees with caps or transfer provisions); and

j. introduced a large number of technical and other changes.

These changes in the 2014 ISDA Definitions as compared to the 2003 ISDA Definitions have been reflected in the Terms and Conditions in this Offering Circular, but subject to important differences, including to reflect the nature of the Notes as compared to "over-the-counter" transactions and to reflect any hedging arrangements the Issuer may put in place. Some changes, such as the inclusion of a new Credit Event, may have significant economic effect on the Credit Linked Notes and may mean the value of the Credit Linked Notes and the return (if any) to investors is significantly different from credit linked notes based on the 2003 ISDA Definitions. Some changes may be disadvantageous to Noteholders and prospective investors should review carefully the terms of any issue of Notes and, where in any doubt, take advice from suitably qualified professional advisers.

Risks relating to Auction Settlement of Credit Linked Notes

Where an Auction Final Price Determination Date occurs in respect of Credit Linked Notes, the Auction Final Price will be determined according to an auction procedure set out in the applicable Transaction Auction Settlement Terms, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and may be amended from time to time. The Auction Final Price determined pursuant to an auction may be less than the market value that would otherwise have been determined in respect of the relevant Reference Obligation.

The Issuer and the Noteholders may have little or no influence in the outcome of any such auction. However, there is a possibility that the Issuer or the Calculation Agent (or one of their Affiliates) would act as a participating bidder in any such auction. In such capacity, it may take certain actions which may influence the Auction Final Price including (without limitation): (a) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations which are not denominated in the auction currency into such currency for the purposes of the auction; and (b) submitting bids, offers and physical settlement requests with respect to the relevant Deliverable Obligations. In deciding whether to take any such action (or whether to act as a participating bidder in any auction), neither the Issuer nor the Calculation Agent (or any of their Affiliates) shall be under any obligation to consider the interests of any Noteholder.

Risks relating to Underlying Assets that are loss-absorption instruments

The Issuer may issue Notes referencing one or more Underlying Assets that are loss-absorption instruments. Such Underlying Assets are complex financial instruments that involve a high degree of risk, may be perpetual, subordinated and/or have special loss-absorption features such as full or partial write-off or conversion into subordinated securities, which may affect the performance of and return on the Notes. Potential investors of such Notes must determine the suitability of that investment in light of its own circumstances.

Non-viability loss absorption provisions under which the Underlying Assets may be fully or partially written off

Underlying Assets may be subject to, or contain provisions relating to loss absorption upon a relevant government body, government officer or other relevant regulatory body determining that a write-off, conversion or public sector injection of capital or equivalent support is necessary, without which the issuer of the Underlying Assets (the "**Underlying Assets Issuer**") would become non-viable (a "**Non-Viability Event**"). The Underlying Assets Issuer may be required to irrevocably effect a full or partial write-off of the outstanding principal and accrued and unpaid interest in respect of such Underlying Assets. In the event that Underlying Assets are written off, any written-off amount shall be irrevocably lost and holders of such Underlying Assets will cease to have any claims for any principal amount and accrued but unpaid interest which has been subject to write-off. There may be no compensation for any such loss, and holders could risk losing up to the full principal amount of Underlying Assets. When the value of the Underlying Assets decreases, the value of the Notes will in turn decrease (and may even be zero).

Conversion following the occurrence of a Non-Viability Event or Conversion Trigger Event

Upon the occurrence of any Non-Viability Event or certain conversion trigger events set out in the terms of, or applicable to, the Underlying Assets ("**Conversion Trigger Event**"), the Underlying Assets may be converted into ordinary shares ("**Ordinary Shares**"). Such event may lead to a mandatory redemption event under the Notes and the market value or realised proceeds of such Ordinary Shares, after deducting expenses and any applicable adjustments according to the terms of the relevant Series of Notes, may be less than the outstanding principal amount of such Notes.

The occurrence of a Non-Viability Event or Conversion Trigger Event may be inherently unpredictable

Due to the inherent uncertainty regarding the determination of whether a Non-Viability Event or Conversion Trigger Event exists, it may be difficult to predict when, if at all, a conversion of the Underlying Assets into Ordinary Shares will occur. Accordingly, trading behaviour in respect of the Underlying Assets may not necessarily follow trading behaviour associated with other types of convertible or exchangeable securities. Any indication that a Non-Viability Event or Conversion Trigger Event may occur could have an adverse effect on the market price of the Underlying Assets. In addition, upon the occurrence of a Non-Viability Event or Conversion Trigger Event, the prevailing market price of an Ordinary Share may be considerably less than the conversion price set out in the terms of the Underlying Assets in effect on the relevant conversion date and the market price of the Ordinary Shares may fall further by the time the Ordinary Shares to be issued on a conversion are delivered to the holders. The regulations requiring conversion and/or write-off of regulatory capital instruments are subject to interpretation and application by the relevant regulatory authorities. It is uncertain how the relevant regulatory authorities would determine the occurrence of a Non-Viability Event, and the grounds that constitute a Non-Viability Event may change (including that additional considerations may be introduced in the future). Any changes to the applicable regulatory capital regulations may increase the risk of a Conversion Trigger Event occurring, which will lead to conversion of the Underlying Assets into Ordinary Shares.

Obligations under the Underlying Assets may be subordinated and the rights of the Underlying Assets holders may effectively be further subordinated upon conversion

The Underlying Assets Issuer's obligations under the Underlying Assets may be unsecured and subordinated and rank junior in priority of payment to the current and future claims of all of its senior and certain of its subordinated creditors. If a winding-up or administration were to occur, the Underlying Assets Issuer's liquidator or administrator would first apply assets of the Underlying Assets Issuer to satisfy all rights and claims of senior creditors. If the Underlying Assets Issuer does not have sufficient assets to settle claims of such senior creditors in full, the claims of the Underlying Assets holders will not be settled and, as a result, Underlying Assets holders may lose the entire amount of their investment in the Underlying Assets. Upon conversion of the Underlying Assets following the Conversion Trigger Event, Underlying Assets holders will be, effectively, further subordinated as they will be treated as, and subsequently become, holders of Ordinary Shares, even if other

existing subordinated indebtedness and preference shares remain outstanding. There is a risk that holders of Notes referencing such Underlying Assets will lose the entire amount of their investment, regardless of whether the Underlying Assets Issuer has sufficient assets available to settle what would have been the claims of Underlying Assets holders or of securities subordinated to the same or greater extent as the Underlying Assets, in winding-up proceedings or otherwise.

No guaranteed distributions

The payment of any scheduled distributions pursuant to the terms of the Underlying Assets may be subject to the Underlying Assets Issuer having distributable profits and having met the capital adequacy requirements set out in the terms of the Underlying Assets. A failure by the Underlying Assets Issuer to make a scheduled payment may result in a mandatory redemption event under the Notes and, if the Underlying Assets' market value or their realised proceeds are lower than their nominal amount for any reason, Noteholders will receive less than the outstanding principal amount of their Notes.

Maturity date of Notes may precede redemption date of Underlying Assets

The Underlying Assets may not be redeemed by the maturity date of the Notes. Where the Underlying Assets are perpetual securities, there may be no scheduled redemption date and holders of the Underlying Assets have no right to put back the Underlying Assets to the Underlying Assets Issuer. The redemption amount of the Notes may depend on the price at which the Underlying Assets may be disposed of at the relevant time, which may be lower than the original investment amount of the Notes or may be zero if insufficient liquidity exists in the market for the Underlying Assets.

Other risks

Return on an investment in Notes will be affected by charges incurred by you

The Issue Document in respect of an issue of Notes will describe the payments which may be made under the relevant Notes. However, your total return on an investment in any Notes may also be affected by fees charged by the Issuer, a Distributor or otherwise. Fees may be charged by the Issuer or a Distributor (as the case may be) for, amongst other things, the opening and operation of an account in connection with your investment in the Notes, transfers of Notes, custody services and on payments of interest and principal. You are therefore advised to consult with the Issuer or the relevant Distributor (as the case may be) to ascertain the basis on which fees will be charged by the Issuer or the relevant Distributor (as the case may be) on your Notes.

Credit Rating

While credit ratings can be a useful tool for financial analysis, you should note that they are not a guarantee of quality or a guarantee of future performance in relation to the relevant obligations. Ratings assigned to securities by rating agencies may not fully reflect the true risks of an investment. Any rating described in this Offering Circular and the applicable Issue Document may be subject to suspension, revision, downgrade or withdrawal at any time. You should bear this in mind when considering the credit ratings disclosed in this Offering Circular and the applicable Issue Document. A suspension, revision, downgrade or withdrawal of the rating assigned to the Issuer or any relevant entity may adversely affect the value of the Notes.

There can be no assurance that any credit ratings assigned to any entity will remain in effect for any given period or that any such ratings will not be revised by the relevant rating agency in the future if, in the relevant credit rating agency's judgment, the circumstances so warrant.

Deemed notice of the provisions of the Transaction Documents; Issue Documents

The descriptions of the Transaction Documents contained in this Offering Circular are summaries only and you are deemed to have notice of all the provisions of such documents. The descriptions herein are qualified in their entirety by reference to the provisions of the applicable Issue Document and the legal documentation relevant to the issue of a particular Series of Notes, details in respect of which will be provided in the applicable Issue Document. The full text of these documents is or, as the case may be, will be available for inspection as set out under the section on "General and Statutory Information" in this Offering Circular.

Risks relating to Singapore Taxation

The Notes to be issued from time to time under the Programme during the period from the date of this Offering Circular to 31 December 2028 are intended to be "qualifying debt securities" for the purposes of the ITA subject

to the fulfilment of certain conditions more particularly described in the section on "Taxation – Singapore Taxation" in this Offering Circular.

However, there is no assurance that such Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

Tax consequences of investing in Notes

You should consider the tax consequences of investing in Notes and consult your tax adviser about your own tax situation. In particular, you will assume and be solely responsible for any and all taxes of any jurisdiction or governmental or regulatory authority, including, without limitation, any state or local taxes or other like assessment or charges that may be applicable to any payment to it in respect of any Notes. The Issuer will not pay any additional amounts to you to reimburse you for any tax, assessment or charge required to be withheld or deducted from payments in respect of Notes by the Issuer or any Paying Agents.

No Gross-Up in respect of certain Series of Notes

If Condition 11(b) *(No Gross-Up)* is specified as applicable in the applicable Issue Document, the Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Note. All payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted. You may therefore receive an amount at maturity which is less than your original investment amount.

Consequences of non-availability of Definitive Notes

In the case of Notes, cleared through any Clearing System, definitive Notes will only be issued in very limited circumstances. Individual investors must hold their Notes in an investment account with an accountholder at Euroclear, Clearstream and/or CDP and/or such other Clearing System as specified in the applicable Issue Document. To purchase Notes, you must already have, or must open, an account in connection with your investment in the Notes with the Issuer or the relevant Distributor (as the case may be) to which you give your application instructions, or you must already have access to trading facilities at Euroclear, Clearstream and/or CDP and/or such other Clearing System through other means. See the section on "Settlement, Clearance and Custody" in this Offering Circular. Your ability to pledge your interest in any Notes held by you to any person who is not an accountholder at Euroclear, Clearstream and/or CDP and/or such other Clearing System, or otherwise to take action in respect of your interest, may be affected by the lack of any definitive Notes.

The standard Terms and Conditions governing such account of the Issuer or the relevant Distributor (as the case may be) may permit the Issuer or the relevant Distributor (as the case may be) to take a security interest in, or to impose other restrictions on, Notes credited to such account or to exercise a lien, right of set off or similar claim against you in respect of monies held in any of your accounts maintained with the Issuer or the relevant Distributor (as the case may be) to secure any amounts which may be owing by you to the Issuer or the relevant Distributor (as the case may be).

For so long as any Notes are represented by a Global Note held through a Clearing System, and for the purposes of payments and delivery of notices required to be made by the Issuer to Noteholders, the Distributors, which are direct participants of the Clearing System, will be treated as the Noteholder. Therefore, for so long as any Notes are represented by a Global Note held through a Clearing System, the Terms and Conditions provide that notices that are required to be given to Noteholders may be given by delivering them via the relevant Clearing System or otherwise to the participants of such Clearing System. Any notice so delivered shall be deemed to have been duly given to Noteholders. You will have to rely on the relevant Distributor to distribute notices to you which it receives through the Clearing System or by other means from the Issuer or the Fiscal and Paying Agent. The Issuer, the Arranger, the Dealer(s), the Fiscal and Paying Agent and their respective affiliates accept no responsibility for any failure or delay on the part of a Distributor in doing so.

You may also have to rely on the relevant Distributor to credit your account with payments credited to it through the Clearing System. As a result of having to rely on the relevant Distributor in these circumstances, you will be exposed to the credit risks and other default risks of the relevant Distributor. The Issuer, the Arranger, the Dealer(s), the Fiscal and Paying Agent and their respective affiliates accept no responsibility for any failure or delay on the part of a Distributor in doing so.

Please refer to the section on "Form of the Notes" in this Offering Circular for further details on the circumstances under which the Global Notes may be exchanged for definitive Notes.

Offering Circular to be read together with the applicable Issue Document; descriptions of the Programme and Notes are summaries only

Notes will be offered from time to time under the Programme on the basis of the information set out in this Offering Circular and any supplement thereto or replacement thereof, read together with the applicable Issue Document to be issued by the Issuer in connection with the issue of the relevant Series of Notes. You will have to read the applicable Issue Document together with this Offering Circular to obtain full details regarding an investment in the relevant Series of Notes.

The descriptions of the Programme and Notes included in this Offering Circular and the applicable Issue Document are summaries only. The full terms and conditions can be reviewed by reading together the following: (i) the Terms and Conditions as set out in full in this Offering Circular in the section on "Terms and Conditions of the Notes" which (subject to the applicable Issue Document) constitutes the basis of all Notes to be offered under the Programme, and (ii) the applicable Issue Document. The applicable Issue Document applies and/or disapplies, supplements and/or amends the Terms and Conditions in the manner required to reflect the particular terms and conditions applicable to the relevant Series of Notes (or Tranche thereof).

Copies of the legal documentation relating to this Programme are available for inspection as described in paragraph 8 under the section on "General and Statutory Information" of this Offering Circular. As and when any Series of Notes (or Tranches thereof) is issued, copies of the applicable Issue Document will be available for inspection in the manner and form set out in the applicable Issue Document.

Modifications and waivers

The Terms and Conditions contain provisions for calling meetings of Noteholders of the relevant Series to consider matters affecting their interests generally, and also provide for the passing of resolutions in writing or by Electronic Consent (as defined in the Terms and Conditions). These provisions permit defined majorities to bind all Noteholders of the relevant Series, including Noteholders who do not attend and vote at the relevant meeting or sign up to such resolutions and Noteholders who vote in a manner contrary to, or do not approve such resolutions which have been approved by, the requisite majority.

In addition, the Terms and Conditions of the Notes may be modified or amended by the Issuer, without your consent, if it, in the Issuer's sole discretion:

(i) is required to comply with any mandatory provisions of law;

(ii) is of a formal, minor or technical nature;

(iii) is made to cure a manifest or proven error;

(iv) is made to cure any ambiguity, or is made to correct or supplement any defective provisions of the Terms and Conditions;

(v) is made to correct an error or omission such that, in the absence of such correction, the Terms and Conditions of the Notes would not otherwise represent the intended terms of the Notes on which the Notes were sold and have since traded; or

(vi) will not materially and adversely affect the interests of the Noteholders, the Receiptholders and Couponholders.

Change of law

The Terms and Conditions of each Series of Notes are governed by English law or Singapore law (as specified in the applicable Issue Document). No assurance can be given as to the impact of any possible judicial decisions or changes to English law or Singapore law or administrative practices in England or Singapore after the date of issuance of such Notes.

If you are in doubt as to the implication of English law or Singapore law being the governing law in respect of the Notes, you should consult your solicitors and other professional advisers.

Provision of information

None of the Issuer, the Arranger, the Agents, the Distributors, or any of their affiliates makes any representation whatsoever as to any obligor of an Underlying Asset. Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information with respect to an obligor of an Underlying Asset. None of such persons is under any obligation to make available any information relating to, or keep under review on the investors' behalf, the business, financial conditions, prospects, creditworthiness or state of affairs of the obligors of the Underlying Assets or conduct any investigation or due diligence into the obligors of the Underlying Assets. You should instead refer to announcements released by the relevant obligor of an Underlying Asset. If the Underlying Asset is listed on a stock exchange, such announcements may be found on the relevant stock exchange.

CAUTIONARY NOTE ON FORWARD LOOKING STATEMENTS

All statements contained in this Offering Circular and the applicable Issue Document, statements made in press releases and oral statements that may be made by us, our Directors or our employees acting on our behalf that are not statements of historical fact constitute "forward looking statements". You can identify some of these forward looking statements by terms such as "may", "will", "would", "could", "expects", "anticipates", "intends", "estimates", "believes", "plans", or similar words and phrases. However, you should note that these words are not the exclusive means of identifying forward looking statements. All statements regarding our expected financial position, business strategy, plans and prospects are also forward looking statements.

These forward looking statements are only predictions and include, but are not limited to, statements as to the following matters discussed in this Offering Circular and the applicable Issue Document regarding matters that are not historical facts.

Given the risks and uncertainties that may cause our actual future results, performance or achievements to be materially different from that expected, expressed or implied by the forward looking statements in this Offering Circular and the applicable Issue Document, undue reliance must not be placed on these statements. Our actual results may differ materially from those anticipated in these forward looking statements. None of us, the Arranger or any other person represents or warrants that our actual future results, performance or achievements will be as discussed in these statements.

Please refer to the section on "Risk Factors" in this Offering Circular and the applicable Issue Document for the risk factors in relation to us and each issue of Notes.

Further, we and the Arranger disclaim any responsibility to update any of those forward looking statements or publicly announce any revisions to those forward looking statements to reflect future developments, events or circumstances for any reason, even if new information becomes available or other events occur in the future.

FORM OF THE NOTES

Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached. Both Bearer Notes and Registered Notes will be issued outside the United States in reliance on Regulation S under the Securities Act ("**Regulation S**"). Bearer Notes are not exchangeable for Registered Notes.

Any reference herein to Euroclear, Clearstream and/or CDP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative Clearing System specified in the applicable Issue Document.

Bearer Notes

Each Tranche of Bearer Notes will be initially issued in the form of either a Temporary Global Note or a Permanent Global Note as indicated in the applicable Issue Document, which, in either case, will be delivered on or prior to the original issue date of the Tranche to a common depositary or any other depositary for Euroclear and Clearstream Luxembourg and/or to the CDP. Whilst any Bearer Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes due prior to the Exchange Date (as defined below) will be made against presentation of the Temporary Global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream or CDP and Euroclear and/or Clearstream and/or CDP, as applicable, has given a like certification (based on the certifications it has received) to the Fiscal and Paying Agent.

On and after the date (the "**Exchange Date**") which is the later of 40 days after a Temporary Global Note is issued and the expiry of the applicable Distribution Compliance Period (as defined in Regulation S), interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein for interests in a Permanent Global Note of the same Series against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange

Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Bearer Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream and/or CDP against presentation or surrender (as the case may be) of the Permanent Global Note without any requirement for certification.

The applicable Issue Document will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Bearer Notes with, where applicable, receipts, interest coupons and talons attached upon (a) not less than 60 days' written notice from Euroclear and/or Clearstream and/or CDP (acting on the instructions of any holder of an interest in such Permanent Global Note) to the Fiscal and Paying Agent as described therein, (b) only upon the occurrence of an Exchange Event or (c) at any time at the request of the Issuer. For these purposes, "**Exchange Event**" means that (a) if the Permanent Global Note is held on behalf of Euroclear or Clearstream (i) an Event of Default (as defined in Condition 13 (*Events of Default*) of the Terms and Conditions) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor Clearing System is available, or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Permanent Global Note issued in definitive form or (b) if the Permanent Global Note is held on behalf of CDP (i) an Event of Default (as defined in Condition 13 (*Events of Default*) of the Terms and Conditions), enforcement event or analogous event entitling an accountholder to declare the Notes due and payable has occurred and is continuing, (ii) CDP is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (iii) CDP announces an intention permanently to cease business and no alternative Clearing System is available or (iv) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Notes and to continue performing its duties as set out in the terms and conditions for the provision of depository services and no alternative Clearing System is available. The Issuer will promptly give notice to Noteholders in accordance with Condition 17 (*Notices*) of the Terms and Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream and/or, as the case may be, CDP (acting on the instructions of any holder of an interest in such Permanent Global Note) may give notice to the Fiscal and Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (a)(iii) above, the Issuer may also give notice to the Fiscal and Paying Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Fiscal and Paying Agent.

The following legend will appear on all Permanent Global Notes and definitive Bearer Notes having a maturity of more than one year and on all receipts, interest coupons and talons relating to such Notes:

"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."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

Notes which are represented by a Bearer Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear, Clearstream and/or CDP, as the case may be.

Registered Notes

Registered Notes may either be cleared through a Clearing System or not.

Where Registered Notes are cleared through a Clearing System

Where Registered Notes are cleared through a Clearing System, the Registered Notes of each Tranche will initially be represented by a Registered 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 Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided under applicable US law exemptions and may not be held otherwise than through Euroclear or Clearstream or,

as the case may be, CDP and such Registered Global Note will bear a legend regarding such restrictions on transfer.

The Registered Global Notes will be deposited with a common depositary or any other depositary for, and registered in the name of a common nominee or any other nominee of, Euroclear and Clearstream and/or, as the case may be, CDP or any other clearing system, as specified in the applicable Issue Document. 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 definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 4(d) (*Payments in respect of Registered Notes*) of the Terms and Conditions) as the registered holder of the Registered Global Notes. None of the Issuer, the Fiscal and Paying Agent, the Registrar, the Transfer Agent or any other agent 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, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 4(d) (*Payments in respect of Registered Notes*) of the Terms and Conditions) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (a) if the Registered Global Note is held on behalf of Euroclear or Clearstream (i) an Event of Default (as defined in Condition 13 (*Events of Default*) of the Terms and Conditions) has occurred and is continuing, (ii) in the case of Notes registered in the name of a nominee for a common depositary or any other depositary for both Euroclear and Clearstream, the Issuer has been notified that Euroclear and Clearstream have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor Clearing System is available, or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note issued in definitive form or (b) if the Registered Global Note is held on behalf of CDP (i) an Event of Default (as defined in Condition 13 (*Events of Default*) of the Terms and Conditions), enforcement event or analogous event entitling an accountholder to declare the Notes due and payable has occurred and is continuing, (ii) CDP is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (iii) CDP announces an intention permanently to cease business and no alternative Clearing System is available or (iv) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Notes and to continue performing its duties as set out in the terms and conditions for the provision of depository services and no alternative Clearing System is available. The Issuer will promptly give notice to Noteholders in accordance with Condition 17 (*Notices*) of the Terms and Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream and/or, as the case may be, CDP (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (a)(iii) above, the Issuer may also give notice to the Registrar requesting an exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Registrar.

Where Registered Notes are not cleared through a Clearing System

Where Registered Notes are not cleared through a Clearing System, the Registered Notes may initially be represented by a Registered Global Note or by Registered Notes in definitive form. Prior to expiry of the Distribution Compliance Period (as defined in Regulation S) applicable to the Notes, beneficial interests in the Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided under applicable US law exemptions and may not be held otherwise than by DBS Bank Ltd. or its nominee, acting in its capacity as the Registrar and the Transfer Agent, and such Registered Global Note will bear a legend regarding such restrictions on transfer.

The Registered Global Note will be deposited with and registered in the name of DBS Bank Ltd. or its nominee, acting in its capacity as the Registrar and the Transfer Agent. Persons holding beneficial interests in

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

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 4(d) (*Payments in respect of Registered Notes*) of the Terms and Conditions) as the registered holder of such Notes. None of the Issuer, the Fiscal and Paying Agent, the Registrar, the Transfer Agent or any other agent 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, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 4(d) (*Payments in respect of Registered Notes*) of the Terms and Conditions) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts or interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, "**Exchange Event**" means that (i) an Event of Default (as defined in Condition 13 (*Events of Default*) of the Terms and Conditions) has occurred and is continuing, or (ii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note issued in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 17 (*Notices*) of the Terms and Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, any holder of an interest in such Registered Global Note may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (ii) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Registrar.

Transfer of Interests in Global Notes

Transfers of interests in Global Notes (as defined in the Terms and Conditions) will vary depending on whether or not such Notes are cleared through a Clearing System.

Where Notes are cleared through a Clearing System

Where Notes are cleared through a Clearing System, interests in a Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in such Global Note. No beneficial owner of an interest in such Global Note will be able to transfer such interest, except in accordance with the applicable procedures of Euroclear and Clearstream and/or, as the case may be, CDP, in each case to the extent applicable.

Where Notes are not cleared through a Clearing System

Where Notes are not cleared through a Clearing System, interests in a Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in such Global Note provided that, where the Global Note is held by and registered in the name of DBS Bank Ltd. or its nominee, acting in its capacity as the Registrar and the Transfer Agent, all transfers must be made in accordance with the applicable procedures of DBS Bank Ltd., acting in its capacity as the Registrar and the Transfer Agent.

General

The following information applies to both Bearer Notes and Registered Notes, but may vary depending on whether or not the relevant Notes are cleared through a Clearing System.

Where Notes are cleared through a Clearing System

The following paragraphs are relevant for Notes cleared through a Clearing System.

Pursuant to the Agency Agreement, the Fiscal and Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and International Securities Identification Number ("**ISIN**") and, where applicable, a CDP number which may be different from the common code, ISIN and CDP number

assigned to Notes of any other Tranche of the same Series until at least the expiry of the Distribution Compliance Period applicable to Notes of such Tranche.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream and/or, as the case may be, CDP, each person (other than Euroclear or Clearstream or, as the case may be, CDP) who is for the time being shown in the records of Euroclear or of Clearstream or, as the case may be, CDP as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream or, as the case may be, CDP as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and its agents 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 such principal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note, as the case may be, shall be treated by the Issuer and its agents as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions "Noteholder" and "holder of Notes" and related expressions shall be construed accordingly.

A Note may be accelerated by the holder thereof in certain circumstances described in Condition 13 (*Events of Default*) of the Terms and Conditions. In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions and payment in full of the amount due has not been made in accordance with the provisions of the Global Note, then holders of interests in such Global Note credited to their accounts with Euroclear and/ or Clearstream, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, as the case may be, on and subject to the terms of the Deed of Covenant (as defined in the "Glossary" below).

Where Notes are not cleared through a Clearing System

The following paragraphs are relevant for Notes not cleared through a Clearing System.

For so long as any Notes are represented by a Global Note held by and registered in the name of DBS Bank Ltd. or its nominee, acting in its capacity as the Registrar and the Transfer Agent, each person (other than DBS Bank Ltd.) who is for the time being shown in the records of DBS Bank Ltd. as the holder of a particular principal amount of Notes (in which regard any certificate or other document issued by DBS Bank Ltd., acting in its capacity as the Registrar and the Transfer Agent, as to the principal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and its agents as the holder of such principal amount of such Notes for all purposes and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

A Note may be accelerated by the holder thereof in certain circumstances described in Condition 13 (*Events of Default*) of the Terms and Conditions. In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then holders of interests in such Global Note credited to their accounts with DBS Bank Ltd., acting in its capacity as the Registrar and the Transfer Agent, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by DBS Bank Ltd., acting in its capacity as the Registrar and the Transfer Agent, on and subject to the terms of the Deed of Covenant.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note and each definitive Note. The applicable Conditions Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Conditions Supplement (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Form of Conditions Supplement" for the form and content of Conditions Supplements which will include the definitions of certain terms used in the following Terms and Conditions and/or will specify which of such terms are to apply in relation to the relevant Notes.

Each Series (as defined below) of Notes is issued pursuant to the Agency Agreement and with the benefit of a Deed of Covenant (as defined below). References herein to the "**Issuer**" shall be references to DBS Bank Ltd.

References herein to the "**Notes**" shall be references to the Notes of the relevant Series and shall mean:

(i) in relation to any Notes in bearer or registered form represented by a global Note (each a "**Global Note**"), units of the lowest Specified Denomination in the Specified Currency;

(ii) any Global Note;

(iii) any definitive Notes in bearer form ("**Definitive Bearer Notes**" and, together with a Global Note in bearer form, "**Bearer Notes**") issued in exchange for a Global Note in bearer form; and

(iv) any definitive Notes in registered form ("**Definitive Registered Notes**" and, together with a Global Note in registered form, "**Registered Notes**") (whether or not issued in exchange for a Global Note in registered form).

The Notes, the Receipts (as defined below) and the Coupons (as defined below) are issued pursuant to an amended and restated agency agreement dated 17 April 2024 (as amended and/or supplemented and/ or restated from time to time, the "**Agency Agreement**") between the Issuer, DBS Bank Ltd. as fiscal and paying agent (the "**Fiscal and Paying Agent**", which expression shall include any successor Fiscal and Paying Agent), as registrar (the "**Registrar**", which expression shall include any successor registrar), as transfer agent (the "**Transfer Agent**", which expression shall include any additional or successor transfer agent) and also as calculation agent (the "**Calculation Agent**", which expression shall include any additional or successor calculation agent). The Fiscal and Paying Agent, together with any additional or successor paying agents, are hereinafter together referred as the "**Paying Agents**". The Fiscal and Paying Agent, the Registrar, the other Paying Agents, the Transfer Agent and the Calculation Agent are hereinafter together referred to as the "**Agents**".

The Notes are issued with the benefit of an amended and restated deed of covenant dated 1 October 2019 (as amended and/or supplemented and/or restated from time to time, the "**Deed of Covenant**"), executed by the Issuer in relation to the Notes.

Interest bearing Definitive Bearer Notes (unless otherwise indicated in the applicable Conditions Supplement) have interest coupons ("**Coupons**") and, if indicated in the applicable Conditions Supplement, talons for further Coupons ("**Talons**") attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes repayable in instalments have receipts ("**Receipts**") for the payment of the instalments of principal (other than the final instalment) attached on issue. Registered Notes and Global Notes do not have Receipts, Coupons or Talons attached on issue.

The Conditions Supplement for each Series of Notes supplements these Terms and Conditions and may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of such Notes. References to the "**applicable Conditions Supplement**" are to the Conditions Supplement (or the relevant provisions thereof) attached to or endorsed on the relevant Notes.

Subject as provided below, any reference to "**Noteholders**" or "**holders**" in relation to any Notes shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to "**Receiptholders**" shall mean the holders of the Receipts and any reference herein to "**Couponholders**" shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

For so long as any Note is represented by a Global Note held by a common depositary or other depositary on behalf of Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking S.A. ("**Clearstream**"), or The

Central Depository (Pte) Limited ("**CDP**") or by the Registrar or its nominee (in the case of Registered Notes not cleared through a Clearing System as specified in the applicable Conditions Supplement), each person (other than a Clearing System in its capacity as an account holder of another Clearing System) who is for the time being shown in the records of Euroclear or Clearstream or CDP or the Registrar, as the case may be, as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream, CDP or the Registrar, as the case may be, as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error or proven error) shall be treated by the Issuer and the Agents as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest (if any) on such principal amount of such Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer and any Agent as the holder of such principal amount of such Notes in accordance with and subject to the terms of the relevant Global Note; and the expressions "**Noteholder**" and "**holder**" in relation to any Notes and related expressions shall be construed accordingly.

Notes which are represented by a Global Note held by a common depositary or other depositary on behalf of Euroclear and/or Clearstream, or CDP, as the case may be, will be transferable only in accordance with the rules and procedures for the time being of the relevant Clearing System. Notes which are held by the Registrar or its nominee will be transferable only in accordance with the rules and procedures set out in the Agency Agreement. References to Euroclear, Clearstream and/or CDP shall, whenever the context so permits, be deemed to include a reference to any additional or alternative Clearing System specified in the applicable Conditions Supplement.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing) and "**Class**" means a Tranche, together with any further Tranche or Tranches of Notes, which are (i) expressed to be consolidated and form a single Class and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices and "**Series**" means one or more (up to a maximum of three) Class(es) of Notes.

Copies of the Agency Agreement and the applicable Conditions Supplement are available for inspection during normal business hours at the specified office of each of the Paying Agents and the Transfer Agent, save that the applicable Conditions Supplement will only be available for inspection by a Noteholder holding one or more Notes of that Class and such Noteholder must prior to being allowed inspection of the applicable Conditions Supplement produce evidence satisfactory to the relevant Agent as to its holding of such Note(s) and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Conditions Supplement which are applicable to them. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

The documents stated above are also available for inspection at the additional locations and in the manner described in the section on "General and Statutory Information" in this Offering Circular.

Words and expressions defined in the Agency Agreement or used in the applicable Conditions Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated. In the event of inconsistency between the Agency Agreement and the applicable Conditions Supplement, the applicable Conditions Supplement will prevail. In particular, any reference in these Terms and Conditions to "payment" of any sums due in respect of the Notes shall be deemed to include, as applicable, delivery of any Asset Amount (as defined in Condition 23 (*Definitions*)) if so provided herein, and references to "pay", "paid" and "payable" shall be construed accordingly.

1. Form, Denomination, Title and Transfer

(a) Form and Denomination

The Notes are in bearer form or in registered form as specified in the applicable Conditions Supplement and, in the case of definitive Notes, serially numbered in the Specified Currency and the Specified Denomination(s). Notes of one Specified Denomination may not be exchanged for Notes

of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

The Notes may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Linked Interest Note or a combination of any of the foregoing, depending upon the Interest Basis specified in the applicable Conditions Supplement.

The Notes may be an Instalment Note, a Linked Redemption Note or a combination of any of the foregoing, depending upon the Redemption Basis specified in the applicable Conditions Supplement.

The Notes may be of a particular Class within one Series, as specified in the applicable Conditions Supplement.

Definitive Bearer Notes are issued with Coupons and, if applicable, Receipts attached, unless they are Zero Coupon Notes or non-interest bearing Notes, in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable. References in these Terms and Conditions to Receipts, Coupons and Talons do not apply to any Notes represented by a Global Note or to Registered Notes.

(b) Transfers of Bearer Notes and Title

Subject to these Terms and Conditions, title to the Bearer Notes, Receipts and Coupons will pass by delivery. The bearer of any Bearer Note, Receipt or Coupon will (except as otherwise required by law or ordered by a court of competent jurisdiction or an official authority) be treated 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.

Bearer Notes will (as indicated in the Conditions Supplement) either (a) initially be represented by a temporary Global Note (a "**Temporary Global Note**"), or (b) be represented by a permanent global note (a "**Permanent Global Note**"), which will in each case be deposited on the Issue Date with (i) a common depositary or any other depositary on behalf of Euroclear and Clearstream, or (ii) CDP, subject to any restrictions or conditions which may be applicable (as specified in the applicable Conditions Supplement). Beneficial interests in a Temporary Global Note will be exchangeable for beneficial interests in a Permanent Global Note on or after the date (the "**Exchange Date**") which is the later of (i) 40 days after the date on which the Temporary Global Note is issued and (ii) expiry of the applicable Distribution Compliance Period (as defined in Regulation S under the Securities Act) and, if specified in the applicable Conditions Supplement, upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations. A Permanent Global Note will (save as indicated in the Conditions Supplement) be exchangeable, in whole, for definitive Notes only in those limited circumstances set out in the Permanent Global Note.

(c) Transfers of Registered Notes and Title

(i) *Title*

Title to the Registered Notes passes only by registration in the register of Noteholders. The holder of any Registered Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Registered Note) and no person will be liable for so treating the holder.

In the case of a registered Global Note (a "**Registered Global Note**"), such Registered Global Note will be registered in the name of a common nominee or a nominee of Euroclear and/or Clearstream, or CDP or in the name of the Registrar or its nominee, as the case may be.

(ii) *Transfers of interests in Registered Global Notes*

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear, Clearstream, CDP or the Registrar, as the case may be, and in the case of Registered Notes cleared through a Clearing System, in turn, by other participants and, if appropriate, indirect participants in such Clearing Systems acting on behalf of beneficial transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be transferable for Notes in definitive form or for a beneficial interest in another Registered Global Note only in the authorised denominations set out in the applicable Conditions Supplement and only in accordance with the rules and operating procedures for the time being of Euroclear,

Clearstream or CDP, as the case may be, and in accordance with the Terms and Conditions specified in the Agency Agreement.

(iii) *Transfers of Registered Notes in definitive form*

Subject as provided in Condition 1(v) (*Costs of registration*), upon the terms and subject to the conditions set forth in the Agency Agreement, a Registered Note in definitive form may be transferred in whole or in part (in the authorised denominations set out in the applicable Conditions Supplement). In order to effect any such transfer (i) the holder or holders must (A) surrender the Registered Note for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of the Registrar or any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorised in writing, and (B) complete and deposit such other certifications as may be required by the Registrar or, as the case may be, the relevant Transfer Agent; and (ii) the Registrar or, as the case may be, the relevant Transfer Agent must, after reasonable enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 8 to the Agency Agreement). Subject as provided above, the Registrar or, as the case may be, the relevant Transfer Agent will, within three Business Days (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar or, as the case may be, the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Registered Note in definitive form of a like aggregate principal amount to the Registered Note (or the relevant part of the Registered Note) transferred. In the case of the transfer of part only of a Registered Note in definitive form, a new Registered Note in definitive form in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor by uninsured mail.

(iv) *Registration of transfer upon partial redemption*

In the event of a partial redemption of Notes under Condition 5 (*Redemption*), the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

(v) *Costs of registration*

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

(vi) *Exchanges and transfers of Registered Notes generally*

Holders of Registered Notes in definitive form may exchange such Notes for interests in a Registered Global Note of the same type at any time.

2. Status of the Notes

Unless otherwise specified in the applicable Conditions Supplement, the Notes of each Class and, in the case of Definitive Bearer Notes, any relative Receipts and Coupons are direct, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

3. Interest

(a) Interest Basis

(i) *Interest on Fixed Rate Notes*

Each Note with an Interest Basis specified as Fixed Rate in the applicable Conditions Supplement bears interest on its outstanding principal amount from (and including) the

Interest Commencement Date at the rate(s) per annum (expressed as a percentage) equal to the Rate(s) of Interest, such interest being payable in arrears on each Interest Payment Date(s). The amount of interest payable shall be determined in accordance with Condition 3(e) (*Calculations*).

(ii) *Interest on Floating Rate Notes*

(I) Interest Payment Dates

Each Note with an Interest Basis specified as Floating Rate in the applicable Conditions Supplement bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate(s) per annum (expressed as a percentage) equal to the Rate(s) of Interest, such interest being payable in arrears on each Interest Payment Date(s). The amount of interest payable shall be determined in accordance with Condition 3(e) (*Calculations*). Such Interest Payment Date(s) is/are either specified in the applicable Conditions Supplement as Interest Payment Date(s) or, if no Interest Payment Date(s) is/are so specified, Interest Payment Date shall mean each date which falls the number of months or other period specified as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(II) Rate of Interest

The Rate of Interest payable from time to time in respect of any Note with an Interest Basis specified as Floating Rate in the applicable Conditions Supplement will be determined in the manner specified in the applicable Conditions Supplement.

(iii) *Interest on all Linked Interest Notes*

In the case of Linked Interest Notes, the Rate of Interest and Interest Amount payable shall be determined by the Calculation Agent (if specified in the applicable Conditions Supplement) by reference to the provisions specified in the applicable Conditions Supplement.

(b) ISDA Determination / Screen Rate Determination

The provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, if, and to the extent, specified to apply in the applicable Conditions Supplement.

(I) *ISDA Determination*

Where ISDA Determination is specified in the applicable Conditions Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (I), "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(x) the Floating Rate Option is as specified in the applicable Conditions Supplement;

(y) the Designated Maturity is a period as specified in the applicable Conditions Supplement; and

(z) the relevant Reset Date is the first day of that Interest Period unless otherwise specified in the applicable Conditions Supplement.

For the purposes of this sub-paragraph (I), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions.

(II) *Screen Rate Determination where a Compounding Method is not specified*

(x) Subject to Condition 3(b)(III) below, where Screen Rate Determination is specified in the applicable Conditions Supplement as the manner in which the Rate of

Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below and subject to Condition 3A below, be either:

(1) the relevant quotation as described in the applicable Conditions Supplement; or

(2) the arithmetic mean of the relevant quotations as described in the applicable Conditions Supplement,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time in the case of LIBOR or Brussels time in the case of EURIBOR or such other time specified in the applicable Conditions Supplement) (the "**Relevant Time**") on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such relevant quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such relevant quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Conditions Supplement as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Conditions Supplement.

(y) if the Relevant Screen Page is not available or if, sub-paragraph (x)(1) above applies and no such relevant quotation appears on the Relevant Screen Page or if sub-paragraph (x)(2) above applies and fewer than three such relevant quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks to provide the Calculation Agent with its relevant quotation (expressed as a percentage rate per annum) for the Reference Rate, at approximately the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such relevant quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such relevant quotations as determined by the Calculation Agent; and

(z) if sub-paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing relevant quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered at approximately the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at approximately the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this sub-paragraph (z), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of

Interest relating to the relevant Interest Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period).

(III) *Screen Rate Determination for Floating Rate Notes where a Compounding Method is specified*

Where Screen Rate Determination is specified in the applicable Conditions Supplement as the manner in which the Rate of Interest is to be determined, and a Compounding Method is specified in the applicable Conditions Supplement, the Rate of Interest for each Interest Period will be determined in accordance with (i) if OIS Compounding is specified as the Compounding Method in the applicable Conditions Supplement, Condition 3(b)(III)(x) below; (ii) if Compounding with Lookback is specified as the Compounding Method in the applicable Conditions Supplement, Condition 3(b)(III)(y) below; (iii) if Compounding with Observation Period Shift is specified as the Compounding Method in the applicable Conditions Supplement, Condition 3(b)(III)(z) below; or (iv) if Compounding with Lockout is specified as the Compounding Method in the applicable Conditions Supplement, Condition 3(b)(III)(aa) below, in each case, plus or minus (as indicated in the applicable Conditions Supplement) the Margin.

(x) OIS Compounding

If this Condition 3(b)(III)(x) applies, the Rate of Interest for each Interest Period will, subject as provided in the applicable Conditions Supplement and subject to Condition 3A below, be the rate of return of a daily compound interest investment calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula below (where the reference rate for the calculation of interest is the relevant overnight rate in (i) the methodology specified in the applicable Conditions Supplement for determining the Daily Observed Rate for the purposes of Condition 3(b)(III)(bb) (if so specified), or (ii) otherwise, the applicable RFR) and the resulting percentage will be rounded, if necessary, in accordance with the Rounding Convention specified in the applicable Conditions Supplement (or, if no Rounding Convention is specified in the applicable Conditions Supplement, in accordance with Condition 3(d)(iii) below).

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{Benchmark Level}_i \times n_i}{\text{Day Count Basis}}\right)-1\right]\times\frac{\text{Day Count Basis}}{d}$$

where:

"**d_0**", for any Interest Period, is the number of Applicable Business Days in the Interest Period, except if the first calendar day of the Interest Period is not an Applicable Business Day, then it is the number of Applicable Business Days in the Interest Period plus 1;

"**i**" is:

(i) if the first calendar day in the Interest Period is an Applicable Business Day, a series of whole numbers from 1 to d_0, each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period; or

(ii) if the first calendar day of the Interest Period is not an Applicable Business Day, a series of whole numbers from 1 to d_0, where i = 1 represents the first calendar day of the Interest Period, and each of i = 2 to d_0 represents the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period;

"**Benchmark Level$_i$**" means, in respect of any day "i":

(i) subject to paragraph (ii) below, if such day "i" is an Applicable Business Day, the rate determined in accordance with Condition 3(b)(III)(bb) below, and, if such day "i" is not an Applicable Business Day, the rate determined in respect of the immediately preceding Applicable Business Day in accordance with Condition 3(b)(III)(bb); or

(ii) if "Daily Capped Rate and/or Daily Floored Rate" is specified as applicable in the applicable Conditions Supplement, either:

(A) the greater of the rate determined in accordance with paragraph (i) above and the Daily Floored Rate specified in the applicable Conditions Supplement (if any); or

(B) the lower of the rate determined in accordance with paragraph (i) above and the Daily Capped Rate specified in the applicable Conditions Supplement (if any),

as applicable;

"**n_i**" is the number of calendar days from, and including, the day "i" to, but excluding, the earlier of (a) the next Applicable Business Day, and (b) the Interest Period End Date for the Interest Period or, in respect of the final Interest Period, the final Interest Period End Date;

"**Day Count Basis**" means the number specified as such in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, the denominator of the Day Count Fraction specified in the applicable Conditions Supplement; and

"**d"** is the number of calendar days in the Interest Period.

(y) Compounding with Lookback

If this Condition 3(b)(III)(y) applies, the Rate of Interest for each Interest Period will, subject as provided in the applicable Conditions Supplement and subject to Condition 3A below, be the rate of return of a daily compound interest investment calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula below (where the reference rate for the calculation of interest is the relevant overnight rate in (i) the methodology specified in the applicable Conditions Supplement for determining the Daily Observed Rate for the purposes of Condition 3(b)(III)(bb) (if so specified), or (ii) otherwise, the applicable RFR) and the resulting percentage will be rounded, if necessary, in accordance with the Rounding Convention specified in the applicable Conditions Supplement (or, if no Rounding Convention is specified in the applicable Conditions Supplement, in accordance with Condition 3(d)(iii) below).

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{Benchmark Level}_{i-rABD}\times n_i}{\text{Day Count Basis}}\right)-1\right]\times\frac{\text{Day Count Basis}}{d}$$

where:

"**d_0**", for any Interest Period, is the number of Applicable Business Days in the Interest Period, except if the first calendar day of the Interest Period is not an Applicable Business Day, then it is the number of Applicable Business Days in the Interest Period plus 1;

"**i**" is:

(i) if the first calendar day in the Interest Period is an Applicable Business Day, a series of whole numbers from 1 to d_0, each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period; or

(ii) if the first calendar day of the Interest Period is not an Applicable Business Day, a series of whole numbers from 1 to d_0, where i = 1 represents the first calendar day of the Interest Period, and each of i = 2 to d_0 represents the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period;

"**Benchmark Level$_{i\text{-}rABD}$**" means, in respect of any Applicable Business Day$_{i\text{-}rABD}$:

(i) subject to paragraph (ii) below, the rate determined in accordance with Condition 3(b)(III)(bb) below; or

(ii) if "Daily Capped Rate and/or Daily Floored Rate" is specified as applicable in the applicable Conditions Supplement, either:

(A) the greater of the rate determined in accordance with paragraph (i) above and the Daily Floored Rate specified in the applicable Conditions Supplement (if any); or

(B) the lower of the rate determined in accordance with paragraph (i) above and the Daily Capped Rate specified in the applicable Conditions Supplement (if any),

as applicable;

"**Applicable Business Day$_{i\text{-}rABD}$**" means, for any day "i" in the Interest Period, the day "r" Applicable Business Days preceding such day "i", except if i = 1 and day "i" is not an Applicable Business Day, then it is the day r + 1 Applicable Business Days preceding day "i";

"**r**" is the number specified as the "Lookback" in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, five (5);

"**n_i**" is the number of calendar days from, and including, the day "i" to, but excluding, the earlier of (a) the next Applicable Business Day, and (b) the Interest Period End Date for the Interest Period or, in respect of the final Interest Period, the final Interest Period End Date;

"**Day Count Basis**" means the number specified as such in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, the denominator of the Day Count Fraction specified in the applicable Conditions Supplement; and

"**d"** is the number of calendar days in the Interest Period.

(z) Compounding with Observation Period Shift

If this Condition 3(b)(III)(z) applies, the Rate of Interest for each Interest Period will, subject as provided in the applicable Conditions Supplement and subject to Condition 3A below, be the rate of return of a daily compound interest investment calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula below (where the reference rate for the calculation of interest is the relevant overnight rate in (i) the methodology specified in the applicable Conditions Supplement for determining the Daily Observed Rate for the purposes of Condition 3(b)(III)(bb) (if so specified), or (ii) otherwise, the applicable RFR) and the resulting percentage will be rounded, if necessary, in accordance with the Rounding Convention specified in the applicable Conditions Supplement (or, if no Rounding Convention is specified in the applicable Conditions Supplement, in accordance with Condition 3(d)(iii) below).

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{Benchmark Level}_i \times n_i}{\text{Day Count Basis}}\right)-1\right]\times\frac{\text{Day Count Basis}}{d}$$

where:

"**d_0**", is the number of Applicable Business Days in the Observation Period;

"**i**" is a series of whole numbers from 1 to d_0, each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Observation Period;

"**Benchmark Level$_i$**" means, in respect of any Applicable Business Day$_i$:

(i) subject to paragraph (ii) below, the rate determined in accordance with Condition 3(b)(III)(bb) below; or

(ii) if "Daily Capped Rate and/or Daily Floored Rate" is specified as applicable in the applicable Conditions Supplement, either:

(A) the greater of the rate determined in accordance with paragraph (i) above and the Daily Floored Rate specified in the applicable Conditions Supplement (if any); or

(B) the lower of the rate determined in accordance with paragraph (i) above and the Daily Capped Rate specified in the applicable Conditions Supplement (if any),

as applicable;

"**s**" is the number specified as the "Observation Period Shift" in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, five (5);

"$\mathbf{n_i}$" is the number of calendar days from, and including, the day "i" to, but excluding, the earlier of (a) the next Applicable Business Day, and (b) (if Set-in-Advance is not specified as applicable in the applicable Conditions Supplement) the Standard Observation Period End Date or (if Set-in-Advance is specified as applicable in the applicable Conditions Supplement) the Set-in-Advance Observation Period End Date for the Observation Period;

"**Day Count Basis**" means the number specified as such in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, the denominator of the Day Count Fraction specified in the applicable Conditions Supplement;

"**d"** is the number of calendar days in the Observation Period;

"**Observation Period**" means:

(i) if "Set-in-Advance" is not specified as applicable in the applicable Conditions Supplement, for any Interest Period, the period from, and including, the date "s" Observation Period Shift Business Days preceding the first calendar day of the Interest Period (and the first Observation Period shall begin on and include the date "s" Observation Period Shift Business Days prior to the Interest Commencement Date) to, but excluding, the date "s" Observation Period Shift Business Days preceding the Interest Period End Date at the end of the Interest Period (or, in respect of the final Observation Period, to, but excluding, the date "s" Observation Period Shift Business Days preceding the final Interest Period End Date) (the "**Standard Observation Period End Date**"); or

(ii) if "Set-in-Advance" is specified as applicable in the applicable Conditions Supplement, the Set-in-Advance Observation Period;

"**Observation Period Shift Additional Business Day**" means a Business Day but by reference to the financial centre(s), if any, specified for such purpose in the applicable Conditions Supplement (rather than the Business Centre(s) specified in the applicable Conditions Supplement);

"**Observation Period Shift Business Day**" means a day which is both an Applicable Business Day and an Observation Period Shift Additional Business Day;

"**Set-in-Advance Observation Period**" means:

(i) subject to paragraphs (ii), (iii) and (iv) below, in respect of an Interest Period, the period from, and including, the date "s" Observation Period Shift Business Days preceding the Interest Period End Date (or the Interest Commencement Date, as applicable) at the start of the previous Interest Period to, but excluding, the date "s" Observation Period Shift Business Days preceding the Interest Period End Date at the start of such Interest Period (the "**Regular Period Observation End Date**");

(ii) in respect of the second Interest Period:

(A) if the first Interest Period is a Stub Period, the period from, and including, the Period Two Observation Start Date to, but excluding, the Period Two Observation End Date; and

(B) if the first Interest Period is not a Stub Period, the period as set out in paragraph (i) above,

where:

"**Period Two Observation Start Date**" means the date "s" Observation Period Shift Business Days preceding the Period Two Deemed Preceding Period End Date;

"**Period Two Observation End Date**" means the date "s" Observation Period Shift Business Days preceding the Interest Period End Date at the start of the second Interest Period;

"**Period Two Deemed Preceding Period End Date**" means (1) if the first Interest Period is not a Stub Period, the Interest Commencement Date, (2) if the first Interest Period is a Stub Period and the Floating Rate Note has Interest Period End Dates that are separated by regular intervals (which may be defined by reference to specified dates or intervals of calendar weeks, months or years or otherwise), the date that falls the relevant regular interval prior to the Interest Period End Date at the start of the second Interest Period, otherwise (3) the date falling X Observation Period Shift Business Days prior to the Interest Period End Date at the start of the second Interest Period (or, if X is zero, the Observation Period Shift Business Day immediately preceding such Interest Period End Date), where "X" is the number of Observation Period Shift Business Days in the second Interest Period; and

"**Stub Period**" means, in respect of a Floating Rate Note which has Interest Periods determined by Interest Period End Dates that are separated by regular intervals (which may be defined by reference to specified dates or intervals of calendar weeks, months or years or otherwise), an Interest Period that is longer or shorter than such regular interval;

(iii) in respect of the first Interest Period, the period from, and including, the Period One Observation Start Date to, but excluding, the Period One Observation End Date, where:

"**Period One Observation Start Date**" means the date "s" Observation Period Shift Business Days preceding the Period One Deemed Preceding Period End Date;

"**Period One Observation End Date**" means the date "s" Observation Period Shift Business Days preceding the Period Two Deemed Preceding Period End Date; and

"**Period One Deemed Preceding Period End Date**" means the date falling Y Observation Period Shift Business Days prior to the Period Two Observation Start Date (or if Y is zero, the Observation Period Shift Business Day immediately preceding the Period Two Observation Start Date), where "Y" is the number of Observation Period Shift Business Days in the first Interest Period;

(iv) in respect of the last Interest Period:

(A) if that Interest Period is a Stub Period, the period from, and including, the date "s" Observation Period Shift Business Days preceding the Interest Period End Date at the start of the penultimate Interest Period (the "**Final Period Observation Start Date**") to, but excluding, the earlier of (I) the date falling Z Observation Period Shift Business Days following the Final Period Observation Start Date (or, if Z is zero, the first Observation Period Shift Business Day following the Final Period Observation Start Date) and (II) the date "s" Observation Period Shift Business Days preceding the Interest Period End Date at the end of the penultimate Interest Period, where "Z" is the number of Observation Period Shift Business Days in the last Interest Period (the date in either (I) or (II), the "**Final Period Observation End Date**"); and

(B) if the last Interest Period is not a Stub Period, the period set out in paragraph (i) above,

provided that if "s" is zero and the Period One Observation Start Date, the Period Two Observation Start Date, the Final Period Observation End Date or any Interest Period

End Date that would otherwise be the start date or end date for any Set-in-Advance Observation Period, falls on a day that is not an Observation Period Shift Business Day, the Preceding Business Day Convention shall apply to that date by reference to Observation Period Shift Business Days; and

"**Set-in-Advance Observation Period End Date**" means the Regular Period Observation End Date, the Period One Observation End Date, the Period Two Observation End Date or the Final Period Observation End Date, as applicable.

(aa) Compounding with Lockout

If this Condition 3(b)(III)(aa) applies, the Rate of Interest for each Interest Period will, subject as provided in the applicable Conditions Supplement and subject to Condition 3A below, be the rate of return of a daily compound interest investment calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula below (where the reference rate for the calculation of interest is the relevant overnight rate in (i) the methodology specified in the applicable Conditions Supplement for determining the Daily Observed Rate for the purposes of Condition 3(b)(III)(bb) (if so specified), or (ii) otherwise, in the applicable RFR) and the resulting percentage will be rounded, if necessary, in accordance with the Rounding Convention specified in the applicable Conditions Supplement (or, if no Rounding Convention is specified in the applicable Conditions Supplement, in accordance with Condition 3(d)(iii) below).

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{\text{Benchmark Level}_i \times n_i}{\text{Day Count Basis}}\right)-1\right]\times\frac{\text{Day Count Basis}}{d}$$

where:

"**d_0**" is, for any Interest Period, the number of Applicable Business Days in the Interest Period, except if the first calendar day of the Interest Period is not an Applicable Business Day, then it is the number of Applicable Business Days in the Interest Period plus 1;

"**i**" is:

(i) if the first calendar day in the Interest Period is an Applicable Business Day, a series of whole numbers from 1 to d_0, each representing the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period; or

(ii) if the first calendar day of the Interest Period is not an Applicable Business Day, a series of whole numbers from 1 to d_0, where i = 1 represents the first calendar day of the Interest Period, and each of i = 2 to d_0 represents the relevant Applicable Business Day in chronological order from, and including, the first Applicable Business Day in the Interest Period;

"**Benchmark Level$_i$**" means:

(i) subject to paragraph (iii) below, in respect of any day "i" other than a day in the Lockout Period, if such day "i" is an Applicable Business Day, the rate determined in accordance with Condition 3(b)(III)(bb) below, and if such day "i" is not an Applicable Business Day, the rate determined in respect of the immediately preceding Applicable Business Day in accordance with Condition 3(b)(III)(bb) below;

(ii) subject to paragraph (iii) below, in respect of any day "i" in the Lockout Period, the rate determined in respect of the Lockout Date in accordance with Condition 3(b)(III)(bb) below; or

(iii) if "Daily Capped Rate and/or Daily Floored Rate" is specified as applicable in the applicable Conditions Supplement, in respect of any day "i" either:

(A) the greater of the rate determined in accordance with paragraph (i) or (ii) above, as applicable, and the Daily Floored Rate specified in the applicable Conditions Supplement (if any); or

(B) the lower of the rate determined in accordance with paragraph (i) or (ii) above, as applicable, and the Daily Capped Rate specified in the applicable Conditions Supplement (if any),

as applicable;

"**t**" is the number specified as the "Lockout" in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, five (5);

"$\mathbf{n_i}$" is the number of calendar days from, and including, the day "i" to, but excluding, the earlier of (a) the next Applicable Business Day, and (b) the Interest Period End Date for the Interest Period or, in respect of the final Interest Period, the final Interest Period End Date;

"**Day Count Basis**" means the number specified as such in the applicable Conditions Supplement or, if not so specified in the applicable Conditions Supplement, the denominator of the Day Count Fraction specified in the applicable Conditions Supplement;

"**d"** is the number of calendar days in the Interest Period;

"**Lockout Period**" is the period from, and including, the Lockout Date to, but excluding, the Interest Period End Date at the end of the Interest Period or, in respect of the final Interest Period, the period from, and including, the Lockout Date to, but excluding, the final Interest Period End Date;

"**Lockout Date**" is the date "t" Lockout Period Business Days preceding the Interest Period End Date of the Interest Period or, in respect of the final Interest Period, the date "t" Lockout Period Business Days preceding the final Interest Period End Date; and

"**Lockout Period Business Day**" means:

(i) a Business Day, but by reference to the financial centre(s) specified for such purpose in the applicable Conditions Supplement; or

(ii) if no financial centre(s) are specified for such purpose in the applicable Conditions Supplement, an Applicable Business Day.

(bb) For the purposes of determining the rate in respect of any day (each such day, an "**RFR Reset Date**") pursuant to the definitions of "Benchmark Level_i" or "Benchmark $\text{Level}_{i\text{-rABD}}$" (as the case may be) (the "**Daily Observed Rate**") in Condition 3(b)(III)(x), Condition 3(b)(III)(y), Condition 3(b)(III)(z) or Condition 3(b)(III)(aa) above (as applicable), the rate for such day will either be (i) determined in accordance with the methodology specified for such purpose in the applicable Conditions Supplement or (ii) if no such methodology for determining the Daily Observed Rate is specified in the applicable Conditions Supplement, but an Original RFR, a Fixing Time and a Fixing Day are specified in the applicable Conditions Supplement, the level of the benchmark or rate referred to in the applicable RFR for such day as provided by the applicable Administrator and published as of the applicable Fixing Time on the applicable Fixing Day, provided that if an applicable Temporary Non-Publication Trigger for the applicable RFR has occurred, the rate for any day for which the applicable Underlying Benchmark is required for the purposes of this Condition 3(b)(III) shall be determined in accordance with the applicable Temporary Non-Publication Fallback for the applicable RFR for so long as the applicable Temporary Non-Publication Trigger is continuing.

(cc) For the purposes of this Condition 3(b)(III):

"**Administrator**" means, in respect of an RFR, (i) the administrator or provider specified as such for such RFR in the applicable Conditions Supplement, or (ii) if no such Administrator is specified in the applicable Conditions Supplement for such RFR, the administrator for the Underlying Benchmark for such RFR or, if there is no administrator, the provider of the Underlying Benchmark for such RFR, or, in either case, any successor administrator or provider (as applicable);

"**Applicable Business Day**" means either (i) if so specified, the day specified as such in the applicable Conditions Supplement, or (ii) if no such day is specified in the applicable Conditions Supplement, a Business Day, but by reference to the principal

financial centre for the relevant currency of the applicable RFR (rather than the Business Centre(s) specified in the applicable Conditions Supplement);

"**Fixing Day**" means, in respect of an RFR, the day specified as such for such RFR, or determined pursuant to a methodology specified for such RFR, in the applicable Conditions Supplement. References in these Terms and Conditions to the applicable Fixing Day shall be construed as references to the Fixing Day that applies pursuant to the foregoing in respect of the applicable RFR;

"**Fixing Time**" means, in respect of an RFR, the time specified as such for such RFR in the applicable Conditions Supplement or any amended publication time specified by the Administrator for the Underlying Benchmark for such RFR in its benchmark methodology. References in these Terms and Conditions to the applicable Fixing Time shall be construed as references to the Fixing Time that applies pursuant to the foregoing in respect of the applicable RFR. The time specified as the applicable Fixing Time may be an approximation of the publication time for the applicable Underlying Benchmark, which may be provided or published by the applicable Administrator as of, after, or on or about the specified time;

"**Interest Determination Date**" means, with respect to a Rate of Interest and an Interest Period, either (i) the date or dates specified as such in the applicable Conditions Supplement; or (ii) if no such date is specified in the applicable Conditions Supplement, the last day of the Interest Period;

"**RFR**" means the benchmark specified as the Original RFR in the applicable Conditions Supplement, or determined in accordance with the provisions specified in the applicable Conditions Supplement or the provisions of Condition 3A below. The applicable Conditions Supplement may specify, in addition to the Original RFR, a methodology or other provisions for determining a rate or benchmark that applies as a fallback to the Original RFR. References in these Terms and Conditions to the applicable RFR shall be construed as references to:

(i) subject to sub-paragraphs (ii) and (iii) below, the Original RFR; or

(ii) subject to sub-paragraph (iii) below, if such methodology or other provisions is so specified in the applicable Conditions Supplement, the applicable rate or benchmark determined by the Calculation Agent in accordance with such methodology or other provisions at the relevant time; or

(iii) if, pursuant to the provisions of Condition 3A below, an Alternative Rate (including any Alternative Pre-nominated Reference Rate) is applicable as a substitute for the relevant RFR, such Alternative Rate (including any Alternative Pre-nominated Reference Rate) from its effective date in accordance with the provisions of Condition 3A below.

For the avoidance of doubt, each RFR shall be a Benchmark Rate for the purposes of Condition 3A below;

"**Temporary Non-Publication Trigger**" means, in respect of an RFR, (i) the trigger addressing temporary non-publication specified as such for such RFR in the applicable Conditions Supplement or (ii) if no such trigger is specified in the applicable Conditions Supplement for such RFR, the applicable Underlying Benchmark in respect of the day for which it is required for the purposes of this Condition 3(b)(III) is not published by the applicable Administrator or an authorized distributor and is not otherwise provided by the applicable Administrator by either (a) the later of (I) the relevant RFR Reset Date and (II) the relevant applicable Fixing Day or (b) such other date on which the applicable Underlying Benchmark is required for the purposes of this Condition 3(b)(III). References in these Terms and Conditions to the applicable Temporary Non-Publication Trigger shall be construed as references to the Temporary Non-Publication Trigger that applies pursuant to the foregoing in respect of the applicable RFR;

"**Temporary Non-Publication Fallback**" means, in respect of an RFR, (i) the methodology or other provisions addressing a Temporary Non-Publication Trigger as specified as such for such RFR in the applicable Conditions Supplement or (ii) if no such methodology or other provisions is specified in the applicable Conditions Supplement for such RFR, then the rate for any day for which an applicable Underlying Benchmark is required for the purposes of this Condition 3(b)(III) as determined by the

Calculation Agent, acting in good faith and in a commercially reasonable manner. References in these Terms and Conditions to the applicable Temporary Non-Publication Fallback shall be construed as references to the Temporary Non-Publication Fallback that applies pursuant to the foregoing in respect of the applicable RFR; and

"**Underlying Benchmark**" means, in respect of an RFR, the index, benchmark or other price source that is referred to in such RFR. References in these Terms and Conditions to the applicable Underlying Benchmark shall be construed as references to the Underlying Benchmark that applies pursuant to the foregoing in respect of the applicable RFR.

(dd) If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent for any reason whatsoever, subject to Condition 3A, the Rate of Interest shall be determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner.

(ee) Subject as provided elsewhere in these Terms and Conditions or the applicable Conditions Supplement, if the relevant Series of Notes becomes due and payable prior to its Maturity Date, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Conditions Supplement or determined pursuant to the definition thereof in Condition 3(b)(III)(cc), be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant formula applicable pursuant to the Compounding Method specified in the applicable Conditions Supplement) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(c) Accrual of Interest

Subject as provided in these Terms and Conditions or the applicable Conditions Supplement, each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until the date on which all amounts due in respect of such Note have been paid*, provided that* if each such Note is a Credit Linked Note, each such Note shall cease to bear interest from the Interest Payment Date (or, if none, the Interest Commencement Date) immediately preceding the Event Determination Date, or if the Event Determination Date is an Interest Payment Date (or, as the case may be, the Interest Commencement Date) such Interest Payment Date (or, as the case may be, the Interest Commencement Date)*,* and *provided further that* if each such Note is a Zero Coupon Note which is repayable prior to the Maturity Date and is not paid when due, as from the Maturity Date, the Rate of Interest for any overdue principal of each such Note shall be a rate per annum (expressed as a percentage) equal to the Accrual Yield (as specified in the applicable Conditions Supplement).

(d) Margin, Maximum/Minimum Rates of Interest and Rounding

(i) If any Margin is specified in the applicable Conditions Supplement (either (x) generally, or (y) in relation to one or more Interest Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Periods, in the case of (y), calculated in accordance with Condition 3(a)(ii) (*Interest on Floating Rate Notes*) by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin subject always to the next sub-paragraph.

(ii) If any Maximum or Minimum Rate of Interest is specified in the applicable Conditions Supplement, then any Rate of Interest shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Terms and Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the fifth decimal place, with halves being rounded up, (y) all figures shall be rounded to the fifth decimal place, with halves being rounded up, and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the country of such currency.

(e) Calculations

Unless otherwise specified in the applicable Conditions Supplement, the Interest Amount payable in respect of any Note for any Interest Period shall be calculated by applying the Rate of Interest to the outstanding principal amount of such Note and multiplying such amount by the Day Count Fraction for such Interest Period.

(f) Notification of Rate of Interest and Interest Amounts

The Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer as soon as practicable after their determination. Each Interest Amount and Interest Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Noteholders in accordance with Condition 17 (*Notices*).

(g) Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3 (*Interest*) by the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Fiscal and Paying Agent, the Calculation Agent, the other Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

3A. Benchmark Replacement

(a) Occurrence of Benchmark Event

Notwithstanding the terms set forth elsewhere in the terms and conditions of the Notes (including the applicable Conditions Supplement) and subject to Condition 3A(e)(vi) below, if the Calculation Agent determines that a Benchmark Event has occurred, the Calculation Agent may (but shall not be obliged to) use, as a substitute for the relevant Benchmark Rate, and for each future Interest Determination Date (or other rate fixing date, including without limitation, any rate fixing date in relation to any Interest Amount, principal and/or any other amounts payable or deliverable in respect of the Notes (each a "**Rate Fixing Date**")) so determined by the Calculation Agent, the alternative rates benchmark determined in accordance with the following provisions:

(i) if an alternative reference rate, index or benchmark is specified in the applicable Conditions Supplement (an "**Alternative Pre-nominated Reference Rate**"), such Alternative Pre-nominated Reference Rate; or

(ii) if an Alternative Pre-nominated Reference Rate is not specified in the applicable Conditions Supplement, either of (a) the Interpolated Benchmark Rate, or (b) the alternative reference rate, index or benchmark formally recommended or selected by the Relevant Nominating Body for the applicable Corresponding Tenor for any related market (including, without limitation, the derivatives market), as the Calculation Agent deems appropriate (the rate determined under sub-paragraph (i) above or this sub-paragraph (ii), the "**Alternative Rate**").

In relation to the above, the Calculation Agent may also determine any adjustments to the Alternative Rate and/or the Margin (which may include the addition of an adjustment spread (each a "**Spread Adjustment**"), which may be positive or negative, in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the relevant Benchmark Rate with the Alternative Rate), as well as the applicable Business Day Convention, Day Count Fraction, Interest Periods, Interest Payment Dates, Interest Determination Date, Rate Fixing Date, interest accrual periods, payment dates, timing and frequency of determining rates and making of payments of interests, changes to the definition of "Corresponding Tenor" (as applicable), and any other terms of the Notes and related provisions and definitions of the Notes, in each case that are substantially consistent with accepted market practice as the Calculation Agent determines may be appropriate to reflect the adoption of such Alternative Rate and/or to preserve as closely as practicable the economic equivalent of the Notes before and after the replacement of the relevant Benchmark Rate with the Alternative Rate (or, if the Calculation Agent determines that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for the use of such Alternative Rate exists, that the Calculation Agent determines is reasonably necessary). The Alternative Rate and all adjustments (including any Spread Adjustment) to be made as described in this Condition 3A shall collectively be referred to as the "**Benchmark Amendments**".

(b) Customary Alternative Rate

If the Calculation Agent determines that no such Alternative Rate as described in Condition 3A(a) above exists on the relevant date or it is not possible or commercially reasonable for the Calculation Agent to determine or use such Alternative Rate, it may determine an alternative rate to be used as a substitute for the relevant Benchmark Rate taking into consideration any alternative rate for the Corresponding Tenor that is customarily applied in respect of any related market (including, without limitation, the derivatives market), as the Calculation Agent deems appropriate (which shall be the "**Alternative Rate**" for the purposes of these provisions), as well as any other Benchmark Amendments (including any Spread Adjustment) as described above in connection with such Alternative Rate.

(c) Unlawful use of Alternative Rate

Notwithstanding anything else in this Condition 3A, if the Calculation Agent determines that the selection of a particular index, benchmark or other price source as an "Alternative Rate" (taking into account any necessary adjustments (including any Spread Adjustment) that would need to be made in accordance with this Condition 3A) (i) is or would be unlawful under any applicable law or regulation; or (ii) would contravene any applicable licensing requirements; or (iii) would result in the Issuer or any Agent being considered to be administering a benchmark, index or other price source whose production, publication, methodology or governance would subject the Issuer or any Agent to material additional regulatory obligations which it is unwilling to undertake, then the Calculation Agent shall not be obliged to select such index, benchmark or price source as the Alternative Rate.

(d) Early Redemption

(i) If (i) Condition 3A(c) above applies or (ii) if, following the occurrence of a Benchmark Event, the Calculation Agent has not, or is unable to identify an Alternative Rate and/or determine the necessary adjustments (including the Spread Adjustment or any other Benchmark Amendments) to the terms of the Notes as described in this Condition 3A or the Calculation Agent determines that no adjustment that it could make to the Notes will produce a commercially reasonable result, then the Issuer may (but shall not be obliged to), in its reasonable discretion, determine that the Notes shall be redeemed as of any later date.

(ii) If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than 15 Business Days' notice to the Noteholders to redeem all of the Notes (together with a description in reasonable detail of the facts relevant to the determination that the Notes shall be redeemed) and upon redemption the Issuer will pay in respect of each Note an amount equal to the Early Redemption Amount (Benchmark Event). The Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount.

(e) Other Provisions

For the purposes of this Condition 3A:

(i) Whenever the Calculation Agent or the Issuer is required to act, make a determination or exercise any discretion or judgement under this Condition 3A, it will do so acting in good faith and in a commercially reasonable manner and by reference to such sources it deems appropriate, which may include consultation with an Independent Adviser.

(ii) On the occurrence of a Benchmark Event and subject to the Calculation Agent having determined the Alternative Rate and the other Benchmark Amendments (including any Spread Adjustment), the Calculation Agent shall as soon as reasonably practicable notify the other Agents and the Noteholders of the Alternative Rate and the other Benchmark Amendments (unless, in respect of the relevant Benchmark Rate, the Alternative Rate, the other Benchmark Amendments and their effective date have already been provided for in the terms and conditions of the Notes (including in the applicable Conditions Supplement)). Such notice shall be irrevocable and shall specify the effective date of the Alternative Rate and the other Benchmark Amendments.

(iii) The Fiscal and Paying Agent and any other Agent, shall at the direction and expense of the Issuer, effect such amendments to the Agency Agreement, the Conditions Supplement and/or any other documents in relation to the Notes as may be required in order to give effect to the Alternative Rate and the other Benchmark Amendments. For avoidance of doubt, neither Noteholders', Couponholders' (if applicable) nor Receiptholders' (if applicable) consent shall be required in connection with the effecting of the Alternative Rate and the other Benchmark Amendments, including the execution of any documents or any steps by the Issuer or any Agent (as required), and any such Alternative Rate and Benchmark Amendments will be

binding on the Issuer, the Agents, the Noteholders, the Couponholders (if applicable), the Receiptholders (if applicable) and any other relevant party.

(iv) Without prejudice to the provisions in this Condition 3A, unless in respect of the relevant Benchmark Rate, the Alternative Rate, the other Benchmark Amendments and their effective date have been provided for in the terms and conditions of the Notes (including in the applicable Conditions Supplement), the relevant Benchmark Rate shall continue to apply unless and until the Noteholders and the Agents are notified of the Alternative Rate, the other Benchmark Amendments and their effective date in accordance with Condition 3A(e)(ii) above and for so long as the Notes are not subject to redemption, provided that if:

(x) the level of the relevant Benchmark Rate cannot be determined pursuant to the terms that would apply to the determination of such Benchmark Rate as if no Benchmark Event had occurred;

(y) the relevant Benchmark Rate is no longer available or representative; or

(z) it is no longer permitted under applicable law or regulation for the Notes to reference, or payments or delivery to be made, in relation to the relevant Benchmark Rate, or for the Issuer, any Agent or any other party to use the relevant Benchmark Rate to perform their respective obligations under the Notes,

where any amount payable or deliverable under the Notes remains to be determined by reference to such Benchmark Rate, such amount shall be determined by the Calculation Agent in its discretion and in doing so the Calculation Agent may take any action it deems appropriate (including, without limitation, where such Benchmark Rate is used to determine any Rate of Interest, determining that the Rate of Interest applicable to any Interest Period occurring after the occurrence of a Benchmark Event shall be a rate which is equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period, or if there has not been a first Interest Payment Date, the rate in respect of the initial Benchmark Rate (if any), and determining that where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).

(v) In connection with any Benchmark Amendments in accordance with this Condition 3A, the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(vi) Notwithstanding anything else in this Condition 3A, but without prejudice to the other provisions in this Condition 3A, if the Benchmark Event is a Material Methodology Change Event, the Calculation Agent and/or the Issuer may instead of taking any actions as described in Conditions 3A(a) to (d) above, determine to continue to apply the relevant Benchmark Rate and may (but shall not be obliged to) make adjustments to the terms and conditions of the Notes (including the applicable Conditions Supplement), or take any other action as it deems appropriate, including (in the case of the Issuer) redeeming all of the Notes by giving no less than 15 Business Days' notice to the Noteholders (together with a description in reasonable detail of the facts relevant to the determination that the Notes shall be redeemed early) at an amount equal to the Early Redemption Amount (Benchmark Event) in respect of each Note. With respect to a redemption of the Notes, the Issuer's obligations under the Notes shall be satisfied in full upon payment of the Early Redemption Amount (Benchmark Event) in respect of each Note.

(vii) For the avoidance of doubt:

(x) subject to Condition 3A(e)(i) above, nothing in this Condition 3A shall oblige the Calculation Agent nor the Issuer to determine an Alternative Rate or any other Benchmark Amendments or make any adjustments to the terms of the Notes on the occurrence of a Benchmark Event (whether immediately thereafter or otherwise) and there shall be no time limit on the ability of the Calculation Agent or the Issuer to make such determinations pursuant to this Condition 3A;

(y) the Calculation Agent shall not be required to provide any notification pursuant to Condition 3A(e)(ii) if a Benchmark Event has occurred (including prior to the Issue

Date) but the Calculation Agent has not, or is unable to determine the Alternative Rate and the other Benchmark Amendments (including any Spread Adjustments; and

(z) no failure or delay by the Calculation Agent and/or the Issuer in exercising any right provided under this Condition 3A shall operate as a waiver of it, nor shall any single or partial exercise of any right preclude any other or further exercise of it.

(f) Definitions

As used in this Condition 3A:

"**Administrator Benchmark Event**" means, in respect of any Notes, a determination made by the Calculation Agent that any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the Benchmark Rate or the administrator or sponsor of the Benchmark Rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, in each case with the effect that the Issuer or any of the Agents is not, or will not be, permitted under any applicable law or regulation to use the Benchmark Rate to perform its or their respective obligations in respect of the Notes.

"**Benchmark Event**" means in respect of any Notes and a Benchmark Rate:

(1) such Benchmark Rate ceases to be published for a period of at least five Benchmark Business Days or ceases to exist. For this purpose, "Benchmark Business Day" means, in respect of a Benchmark Rate, any day on which the administrator of such Benchmark Rate is due to publish the rate for such benchmark pursuant to its publication calendar, as updated from time to time; or

(2) a public statement or publication of information by or on behalf of the administrator of such Benchmark Rate announcing that it has ceased or will cease to provide such Benchmark Rate permanently or indefinitely, provided that, at the time of statement or publication, there is no successor administrator that will continue to provide such Benchmark Rate; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark Rate, the central bank for the currency of such Benchmark Rate, an insolvency official with jurisdiction over the administrator of such Benchmark Rate, a resolution authority with jurisdiction over the administrator of such Benchmark Rate or a court or an entity with similar insolvency or resolution authority over the administrator of such Benchmark Rate, which states that the administrator of such Benchmark Rate has ceased or will cease to provide such Benchmark Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide such Benchmark Rate; or

(4) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark Rate announcing that the regulatory supervisor has determined that such Benchmark Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and economic reality that such Benchmark Rate is intended to measure and that representativeness will not be restored; or

(5) a public statement by the supervisor of the administrator of such Benchmark Rate that such Benchmark Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences; or

(6) it has become unlawful for the Issuer, any Agent or any other party to calculate payments due to be made to any Noteholder, Couponholder (if applicable) or Receiptholder (if applicable) using such Benchmark Rate; or

(7) an Administrator Benchmark Event occurs in relation to such Benchmark Rate; or

(8) the definition, methodology or formula for such Benchmark Rate, or other means of calculating such Benchmark Rate, has changed or as of a specified future date will change and such change has or will (as determined by the Calculation Agent) be material in the context of the Notes ("**Material Methodology Change Event**").

"**Benchmark Rate**" means:

(1) subject to sub-paragraph (ii) below, any originally-specified interest rate, index, benchmark or price source (with the applicable period of maturity or tenor) (the "**Initial Benchmark**") by

reference to which any amount payable or deliverable under the Notes is determined, and to the extent any interest rate, index, benchmark or price source (with the applicable period of maturity or tenor) referred to in an Alternative Rate applies in respect of the Notes, it (or any component thereof) shall be a "Benchmark Rate" from the day on which it first applies; or

(2) in the case of an Initial Benchmark which relies on, or uses a London Interbank Offered Rate (the "**LIBOR Component**") in its calculation or computation methodology (a "**Initial LIBOR-related Benchmark**"), initially, such Initial LIBOR-related Benchmark with the applicable period of maturity or tenor, or any component thereof or rate used in the calculation of such Initial LIBOR-related Benchmark (including the relevant LIBOR Component) and to the extent any interest rate, index, benchmark or price source (with the applicable period of maturity or tenor) referred to in an Alternative Rate applies in respect of the Notes, it (or any component thereof) shall be a "Benchmark Rate" from the day on which it first applies,

provided that, in each case, for the purposes of the application and operation of Condition 3A, the Calculation Agent may determine the relevant Benchmark Rate with respect to which Condition 3A applies and operates. For the avoidance of doubt, if the Calculation Agent so determines, the relevant Benchmark Rate may, notwithstanding that the Benchmark Rate in respect of which a Benchmark Event has occurred is a component (including, if applicable, the relevant LIBOR Component) or rate used in the calculation of an Initial LIBOR-related Benchmark or an interest rate, index, benchmark or price source referred to in an Alternative Rate (such Initial LIBOR-related Benchmark, interest rate, index, benchmark or price source, the "**Top-Level Benchmark**"), determine that the Benchmark Rate with respect to which Condition 3A shall apply and operate as a result of the occurrence of such Benchmark Event shall be such Top-Level Benchmark.

"**Corresponding Tenor**" means with respect to an Alternative Rate, a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current relevant Benchmark Rate.

"**Early Redemption Amount (Benchmark Event)**" means in relation to a Note, the fair market value of such Note on such day as shall be selected by the Calculation Agent in good faith acting in a commercially reasonable manner, adjusted downward to take account fully for any Hedging Costs, all as determined by the Calculation Agent in good faith acting in a commercial reasonable manner.

"**Relevant Nominating Body**" means, in respect of the relevant Benchmark Rate:

(1) the central bank for the currency to which such relevant Benchmark Rate relates, or any central bank or other supervisory authority which is responsible for supervising either such relevant Benchmark Rate or the administrator of such relevant Benchmark Rate; or

(2) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(x) the central bank for the currency to which such relevant Benchmark Rate relates;

(y) any central bank or other supervisory authority which is responsible for supervising either such relevant Benchmark Rate or the administrator of such relevant Benchmark Rate;

(z) a group of the aforementioned central banks or other supervisory authorities; or

(aa) the Financial Stability Board or any part thereof.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by and at the expense of the Issuer.

"**Interpolated Benchmark Rate**" means, with respect to a relevant Benchmark Rate, the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (a) the relevant Benchmark Rate for the longest period (for which the relevant Benchmark Rate is available) that is shorter than the Corresponding Tenor and (b) the relevant Benchmark Rate for the shortest period (for which the relevant Benchmark Rate is available) that is longer than the Corresponding Tenor.

4. Payments

(a) Method of payment

Subject as provided below:

(i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of

the payee by a cheque or cashier's order in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency; and

(ii) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro denominated cheque.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction (whether by operation of law or agreement of the Issuer or its Agents) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder or any official interpretations thereof, or any law implementing an intergovernmental approach thereto ("**FATCA Withholding**"), and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements.

Payments will also be subject in all cases to any withholding or deduction imposed or required as a result of the application of the provisions of Section 871(m) of the Code or any U.S. Treasury Regulations or other administrative guidance published thereunder, or any successor or substitute legislation or provision of law ("**871(m) Withholding**"). No commissions or expenses shall be charged to the Holders in respect of such payments. In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Notes, the Issuer shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law.

Payments on the Notes that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to dividends on such U.S. securities that are reinvested at a rate of 70%. In such case, in calculating the relevant payment amount, the Holder will be deemed to receive, and the Issuer will be deemed to withhold, 30% of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the Holder on account of the Section 871(m) amount deemed withheld.

(b) Presentation of Definitive Bearer Notes, Receipts and Coupons

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 4(a) (*Method of payment*) only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer Notes, and payments of interest (if any) in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Coupon, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia, its territories, its possessions and other areas subject to its jurisdiction)).

Payments of instalments of principal (if any) in respect of Definitive Bearer Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 4(a) (*Method of payment*) against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 4(a) (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Definitive Bearer Notes in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the Definitive Bearer Note to which it appertains. Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

A Note with an Interest Basis specified as Fixed Rate in the applicable Conditions Supplement should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined below)

in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 12 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Note with an Interest Basis specified as Fixed Rate in the applicable Conditions Supplement in definitive bearer form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Linked Interest Note in definitive bearer form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for Coupons shall be made in respect thereof.

If the due date for redemption of any Definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Bearer Note.

Notwithstanding the foregoing, payments on a Temporary Global Note due prior to the Exchange Date will only be made, if the applicable Conditions Supplement so specifies, upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations, and no payments due after the Exchange Date will be made on the Temporary Global Note.

(c) Payments in respect of Bearer Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Global Note in bearer form, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by the Paying Agent to which it was presented or surrendered and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged *pro tanto* by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid.

(d) Payments in respect of Registered Notes

Payments of principal (other than instalments of principal prior to the final instalment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the "**Register**") at the close of business on the first business day (being for this purpose any week day i.e. Monday to Friday except where such week day falls on 25 December or 1 January) before the relevant due date. Notwithstanding the previous sentence, if a holder does not have a Designated Account, payment will instead be made, at the discretion of the Registrar, by transfer to another account of the holder with the Issuer or by a cheque or cashier's order in the Specified Currency drawn on a Designated Bank (as defined below) and mailed to the holder as set out in the following paragraph. For these purposes, "**Designated Account**" means the account maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made, at the discretion of the Registrar, by (i) transfer to a Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the first business day (being for this purpose any week day i.e. Monday to Friday except where such week day falls on 25 December or 1 January) prior to the Entitlement Date (the "**Record Date**") or (ii) by a cheque or cashier's order in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail (at the risk of the holder) on the Business Day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint

holders) of the Registered Note appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. For the purpose hereof, "**Entitlement Date**" means the due date for the distribution of cash or cash settlement of securities as determined by the Terms and Conditions of such Registered Note or as set out in the applicable Conditions Supplement of such Registered Note, as the case may be. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a cheque or cashier's order posted in accordance with this Condition 4(d) (*Payments in respect of Registered Notes*) arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

None of the Issuer or the Agents 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 Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(e) General provisions applicable to payments

Each of the persons shown in the records of Euroclear, Clearstream, CDP or the Registrar, as the case may be, as the beneficial holder of a particular principal amount of Notes represented by any Global Note must look solely to Euroclear, Clearstream, CDP or the Registrar, as the case may be, for his share of each payment made by the Issuer to or to the order of, the holder of such Global Note. Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as such Global Note is outstanding and the Issuer's obligations for such payments will be discharged by payment to the holder of such Global Note in respect of each amount so paid.

Every payment of principal or interest in respect of the Notes or any Class of Notes to or to the account of the relevant Paying Agent in the manner provided in the Agency Agreement relating to such Notes or Class of Notes shall operate in satisfaction *pro tanto* of the relative obligation of the Issuer in respect of such Notes or Class of Notes to pay such principal or interest except to the extent that there is default in the subsequent payment thereof in accordance with the Conditions of such Notes or Class of Notes to the Noteholders, Receiptholders or Couponholders (as the case may be) of such Notes or Class of Notes.

Notwithstanding the foregoing provisions of this Condition 4 (*Payments*), if any amount of principal and/or interest in respect of Bearer Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

(i) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;

(ii) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

(iii) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Where Physical Settlement is specified to apply to an issue of Equity Linked Notes or Credit Linked Notes, as the case may be, in the applicable Conditions Supplement, the provisions of this Condition 4 (*Payments*) shall be subject to the provisions of Conditions 7 (*Equity Linked Notes*), 8 (*Index Linked Notes*) and 9 (*Credit Linked Notes*), as applicable.

(f) Payment Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, then unless otherwise described in the applicable Conditions Supplement, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to interest or other payment in respect of such delay.

(g) Interpretation of principal

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include the amounts due and payable or deliverable upon the redemption of any Note or part thereof. By way of illustration, the following is a non-exhaustive list of such amounts:

(i) Final Redemption Amount;

(ii) Early Redemption Amount;

(iii) Optional Redemption Amount (if any);

(iv) Minimum Redemption Amount (if any);

(v) Higher Redemption Amount (if any);

(vi) Instalment Amounts or, as the case may be, the outstanding aggregate principal amount;

(vii) Credit Event Redemption Amount;

(viii) Amortised Face Amount;

(ix) Asset Amount; and

(x) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

5. Redemption

(a) Redemption at maturity

Unless previously redeemed and cancelled or purchased pursuant to these Conditions, each Note (other than a Linked Redemption Note) will be redeemed by the Issuer on the Maturity Date specified in the applicable Conditions Supplement at the Final Redemption Amount or, in the case of Instalment Notes, its final Instalment Amount.

In the case of Linked Redemption Notes and subject to Condition 6 (*Commodity Linked Redemption Notes, Currency Linked Redemption Notes and Interest Rate Linked Redemption Notes*), 7 (*Equity Linked Notes*), 8 (*Index Linked Notes*) or 9 (*Credit Linked Notes*), as the case may be, each Note will be redeemed by the Issuer on the Maturity Date specified in the applicable Conditions Supplement at the Final Redemption Amount set out in these Terms and Conditions or as specified in the applicable Conditions Supplement.

(b) Redemption for taxation reasons

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified in the applicable Conditions Supplement, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 11(a) (*Gross-Up*) as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, or generally accepted practice of any authority thereof or therein or any change in the application or official interpretation of such laws or regulations, or the Notes do not qualify as "qualifying debt securities" for the purposes of the Income Tax Act 1947 of Singapore, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal and Paying Agent a certificate signed by a duly authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

If Condition 11(b) (*No Gross-Up*) is specified as applicable in the applicable Conditions Supplement, this Condition 5(b) (*Redemption for taxation reasons*) shall not apply to the Notes.

(c) Redemption at the option of the Issuer (Issuer Call)

If Issuer Call is specified as applicable in the applicable Conditions Supplement, the Issuer may, having given not less than 15 nor more than 30 days' notice to the Noteholders or such other period of notice as is specified in the applicable Conditions Supplement in accordance with Condition 17 (*Notices*) (which notice shall be irrevocable and shall specify the applicable Optional Redemption Date fixed for redemption), redeem the Notes, subject to, and in accordance with, the terms specified in the applicable Conditions Supplement, in whole or in part, then outstanding at the Optional Redemption Amount specified in the applicable Conditions Supplement in respect of such Note and/ or, where redemption shall take place by way of physical settlement instead of cash settlement, by Physical Settlement in accordance with the provisions of Condition 7(b) (*Equity Linked Notes — Physical Settlement*) or Condition 9(c) (*Credit Linked Notes — Physical Settlement*) or as otherwise specified in, or determined in the manner specified in, the applicable Conditions Supplement, on any Optional Redemption Date specified in, or determined in the manner specified in, the applicable Conditions Supplement. In the case of a partial redemption of Notes, the provisions of Condition 5(i) (*Partial redemption of Notes*) shall apply. Any partial redemption must be of a principal amount not less than the Minimum Redemption Amount or not more than a Higher Redemption Amount, in each case if specified in the applicable Conditions Supplement.

(d) Redemption at the option of the Noteholders (Investor Put)

(i) If Investor Put is specified as applicable in the applicable Conditions Supplement, the holder of any Note then outstanding may, having given not less than 15 nor more than 30 days' notice or such other period of notice as is specified in the applicable Conditions Supplement in accordance with Condition 5(d)(ii) (*Exercise of put*) (which notice shall be irrevocable), upon which the Issuer will redeem such Note, subject to, and in accordance with, the terms specified in the applicable Conditions Supplement, in whole or in part, at the Optional Redemption Amount specified in the applicable Conditions Supplement in respect of such Note, subject as provided in Condition 5(f)(ii) (*Late payment on Zero Coupon Notes*) below, and/or, where redemption shall take place by way of physical settlement instead of cash settlement, by Physical Settlement in accordance with the provisions of Condition 7(b) (*Equity Linked Notes — Physical Settlement*) or Condition 9(c) (*Credit Linked Notes — Physical Settlement*) or as otherwise specified in, or determined in the manner specified in, the applicable Conditions Supplement, on the relevant Optional Redemption Date specified in, or determined in the manner specified in, the applicable Conditions Supplement. In the case of a partial redemption of Notes, the provisions of Condition 5(i) (*Partial redemption of Notes*) shall apply. Any partial redemption must be of a principal amount not less than the Minimum Redemption Amount or not more than a Higher Redemption Amount, in each case as may be specified in the applicable Conditions Supplement. Registered Notes may be redeemed under this Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) in any multiple of their lowest Specified Denomination.

(ii) *Exercise of put*

To exercise the right to require redemption of a Note, the holder of the Note must deliver, at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, a duly completed and signed notice of exercise in the form (for the time being current) obtainable during normal business hours from the specified office of any Paying Agent or, as the case may be, the Registrar (a "**Put Notice**") and in which the holder must specify (a) a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) and, in the case of Registered Notes, the principal amount thereof to be redeemed and, if less than the full principal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 1(c)(iii) (*Form, Denomination, Title and Transfer — Transfers of Registered Notes in definitive form*), and/or (b) all details relating to the delivery of any assets pursuant to this Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) as may be reasonably required by the Issuer. If the Note is in definitive form, the Put Notice must be accompanied by the Note or evidence satisfactory to the Paying Agent concerned that the Note will, following delivery of the Put Notice, be held to

its order or under its control. Holders of Notes represented by a Global Note cleared through a Clearing System must exercise the right to require redemption of their Notes by giving notice (including all information required in the applicable Put Notice) through Euroclear, Clearstream or CDP, as the case may be.

Any Put Notice given by a holder of any Note pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer in accordance with Condition 17 (*Notices*) to withdraw the Put Notice.

(iii) *Consequence of exercise of put option*

The amount falling due on redemption of any Note redeemed pursuant to paragraph (i) above shall be subject to deduction for any costs or expenses (including taxes and other charges) which the Issuer may incur or which may be made against it as a result of or in connection with the redemption of such Note.

(e) Regulatory Event, Banking Event, Currency Event, Currency Hedging Disruption Event, Governmental Event and Illegality

If Regulatory Event, Banking Event, Currency Event, Currency Hedging Disruption Event, Governmental Event and/or Illegality is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment, if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount on the Early Redemption Date. Where applicable, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment (if any) in respect of the Regulatory Event, Banking Event, the Currency Event, the Currency Hedging Disruption Event, the Governmental Event or Illegality made by an options exchange to options on the Underlying Equity traded on that options exchange.

Upon the occurrence of (if applicable) a Regulatory Event, Banking Event, a Currency Event, a Currency Hedging Disruption Event, a Governmental Event or an Illegality, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Regulatory Event, Banking Event, a Currency Event, a Currency Hedging Disruption Event, a Governmental Event or an Illegality, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

(f) Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note or upon its becoming due and repayable as provided in Condition 13 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the Amortised Face Amount as though the reference therein to the date fixed for the redemption was replaced by reference to the date which is the earlier of:

(i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

(ii) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Note has been received by the Fiscal and Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 17 (*Notices*).

(g) Instalments

Unless previously redeemed, purchased and cancelled, each Instalment Note will be partially redeemed at its Instalment Amount on each Instalment Date (both as specified in the applicable Conditions Supplement) whereupon the outstanding aggregate principal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the principal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld

or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(h) Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased pursuant to Condition 10 (*Purchase*) which the Issuer decides to cancel (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Fiscal and Paying Agent and cannot be reissued or resold.

(i) Partial redemption of Notes

In the event of the Notes of any Class or Series being partially redeemed, the Notes to be redeemed ("**Redeemed Notes**") will be selected, as indicated in the applicable Conditions Supplement, either (i) individually by lot, in the case of Redeemed Notes represented by definitive Notes or by a Registered Global Note not cleared through a Clearing System, or otherwise in accordance with the rules of Euroclear, Clearstream or CDP, as the case may be and in the case of Redeemed Notes represented by a Global Note cleared through a Clearing System, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**"); or (ii) in accordance with the order of priorities relating to the repayment of principal of the Notes. In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 17 (*Notices*) not less than 15 days prior to the date fixed for redemption. The aggregate principal amount of Redeemed Notes represented by definitive Notes or represented by a Global Note shall in each case bear the same proportion to the aggregate principal amount of all Redeemed Notes as the aggregate principal amount of definitive Notes outstanding and Notes outstanding represented by such Global Note, respectively, bears to the aggregate principal amount of the Notes outstanding, in each case on the Selection Date, provided that, if necessary, appropriate adjustments shall be made to such principal amounts to ensure that each represents an integral multiple of the Specified Denomination. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5(i) (*Partial redemption of Notes*) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 17 (*Notices*) at least five days prior to the Selection Date. Any such partial redemption shall not be deemed prejudicial to the interests of any remaining Noteholders of such Class or Series.

(j) Other redemption

If any other redemption event is specified in the applicable Conditions Supplement in respect of any Note, such Note will be redeemed by the Issuer on such dates at such amount in the circumstances and manner specified in the applicable Conditions Supplement.

6. Commodity Linked Redemption Notes, Currency Linked Redemption Notes and Interest Rate Linked Redemption Notes

Provisions relating to the redemption of Commodity Linked Redemption Notes, Currency Linked Redemption Notes and Interest Rate Linked Redemption Notes will be set out in the applicable Conditions Supplement.

7. Equity Linked Notes

(a) Redemption

(i) *Redemption of Equity Linked Redemption Notes*

Unless previously redeemed or purchased and cancelled, each Equity Linked Redemption Note will be redeemed by the Issuer (1) if Cash Settlement is specified to apply in the applicable Conditions Supplement, by payment of the Final Redemption Amount on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement), (2) if Physical Settlement is specified to apply in the applicable Conditions Supplement, by delivery of the Asset Amount on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement) in accordance with the provisions of Condition 7(b) (*Physical Settlement*) or (3) if Cash Settlement and/or Physical Settlement is specified to apply in the applicable Conditions Supplement, by payment of the Final Redemption Amount and/or by delivery of the Asset Amount in accordance with the provisions of Condition 7(b) (*Physical Settlement*) on the terms set out in the applicable

Conditions Supplement, in each case on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement).

(b) Physical Settlement

If Physical Settlement is specified to apply in the applicable Conditions Supplement, in order to obtain delivery of the Asset Amount in respect of any Equity Linked Note:

(i) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, with a copy to the Issuer and not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice; or

(ii) if such Note is in definitive form, the relevant Noteholder must deliver (i) if this Note is a Bearer Note, to any Paying Agent or (ii) if this is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Issuer not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice,

unless the Issuer determines, in its sole and absolute discretion, that the delivery of an Asset Transfer Notice is not required for such purpose. The Issuer may, by notice to Noteholders in accordance with Condition 17 (*Notices*), revise any of the procedures set out in, waive any condition or requirement or impose any additional condition or requirement under, this Condition 7(b) (*Physical Settlement*) as it thinks fit.

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of the Registrar or any Paying Agent.

An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, which is expected to be by authenticated SWIFT message or tested telex or such other form acceptable to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, or (ii) if such Note is in definitive form, in writing or by tested telex or such other form acceptable to the Registrar or the Paying Agent, as the case may be.

Subject to the provisions of this Condition 7(b) (*Physical Settlement*), if the Note is in definitive form, such Note must be delivered together with the duly completed Asset Transfer Notice.

Unless otherwise specified in the applicable Conditions Supplement, an Asset Transfer Notice must:

(1) specify the name and address of the relevant Noteholder, the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount set out in the applicable Conditions Supplement;

(2) in the case of Notes represented by a Global Note, specify the principal amount of Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear, Clearstream, CDP or the Registrar, as the case may be, to be debited with such Notes and irrevocably instruct and authorise Euroclear, Clearstream, CDP or the Registrar, as the case may be, to debit the relevant Noteholder's account with such Notes on or before the Delivery Date (as defined below);

(3) include an undertaking to pay all Delivery Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear, Clearstream, CDP or the Registrar, as the case may be, in respect thereof and to pay such Delivery Expenses;

(4) specify an account to which dividends (if any) payable pursuant to this Condition 7(b) (*Physical Settlement*) or any other cash amounts specified in the applicable Conditions Supplement as being payable are to be paid; and

(5) authorise the production of such notice in any applicable administrative or legal proceedings.

No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear, Clearstream, CDP, the Registrar or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.

In the case of Notes represented by a Global Note, upon receipt of an Asset Transfer Notice, Euroclear, Clearstream, CDP or the Registrar, as the case may be, shall verify that the person specified therein as the Noteholder is the holder of the specified principal amount of Notes according to its books or other official records.

Subject to the provisions of this Condition 7(b) (*Physical Settlement*), failure to complete and deliver an Asset Transfer Notice properly may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in this Condition 7(b) (*Physical Settlement*) shall be made, in the case of Notes represented by a Global Note, by Euroclear, Clearstream, CDP, the Registrar or any Paying Agent as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder and, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Noteholder.

Delivery of the Asset Amount in respect of each Note shall be made at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in good faith determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Conditions Supplement. All Delivery Expenses arising from the delivery of the Asset Amount in respect of such Note shall be for the account of the relevant Noteholder. The Issuer shall be entitled to postpone the delivery of the Asset Amount until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder. Notwithstanding the above, the Issuer may, in lieu of postponing the delivery of the Asset Amount to the relevant Noteholder as described above, adjust downward the Asset Amount to be delivered to the relevant Noteholder to account for any Delivery Expenses which remain unpaid by the relevant Noteholder by the tenth Business Day following the Cut-Off Date. The Issuer shall not be obliged to make or procure any delivery if to do so would breach any applicable securities or other relevant laws.

After delivery of the Asset Amount and for the Intervening Period, none of the Issuer, the Calculation Agent nor any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities or obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations, or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations.

If, subject to the provisions of this Condition 7(b) (*Physical Settlement*), a Noteholder fails to give an Asset Transfer Notice as provided herein with a copy to the Issuer no later than the close of business in each place of receipt on the Cut-Off Date, then the Asset Amount will be delivered as soon as practicable after the Maturity Date (in which case, such date of delivery shall be the Delivery Date) at the risk of such Noteholder in the manner provided above. For the avoidance of doubt, in such circumstances, such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such Delivery Date falling after the originally designated Delivery Date and no liability in respect thereof shall attach to the Issuer.

If the relevant Noteholder fails on or before the date falling 180 calendar days after the Cut-Off Date (i) to deliver an Asset Transfer Notice in the manner set out herein, or (ii) in the case of definitive Notes to deliver the Note related thereto, or (iii) to pay the Delivery Expenses, the Issuer shall be discharged from its obligations (or, as the case may be, part thereof) in respect of such Notes and shall have no further obligation or liability whatsoever in respect thereof.

If, prior to the delivery of the Asset Amount in respect of any Note in accordance with this Condition 7 (*Equity Linked Notes*), a Settlement Disruption Event is subsisting, then the Delivery Date in respect of such Note shall be postponed until the date on which no Settlement Disruption Event is subsisting and notice thereof shall be given to the relevant Noteholder in accordance with Condition 17 (*Notices*). Such Noteholder shall not be entitled to any payment, whether of interest or otherwise, on such Note as a result of any delay in the delivery of the Asset Amount pursuant to this paragraph. Where delivery of the Asset Amount has been postponed as provided in this paragraph, the Issuer shall not be in breach of these Terms and Conditions and no liability in respect thereof shall attach to the Issuer.

For so long as delivery of the Asset Amount in respect of any Note is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Settlement Price not later than on the fifth Payment Day following the date that the notice of such election (the "**Election Notice**") is given to the Noteholder in accordance with Condition 17 (*Notices*). Payment of the Disruption Cash

Settlement Price will be made in such manner as shall be notified to the Noteholder in accordance with Condition 17 (*Notices*).

Where the Asset Amount is, in the determination of the Issuer, an amount other than an amount of Relevant Assets capable of being delivered, the Noteholder will receive an Asset Amount comprising of the nearest amount (rounded down) of Relevant Assets capable of being delivered by the Issuer (taking into account that a Noteholder's entire holding may be aggregated at the Issuer's discretion for the purpose of delivering the Asset Amount), and an amount in the Specified Currency which shall be the value of the amount of the Relevant Assets so rounded down, as calculated by the Calculation Agent in good faith acting in a commercially reasonable manner from such source(s) as it may select (converted if necessary into the Specified Currency by reference to such exchange rate as the Calculation Agent deems appropriate). Payment will be made in such manner as shall be notified to the Noteholder in accordance with Condition 17 (*Notices*).

For the purposes of the Equity Linked Notes, (i) the Issuer shall be under no obligation to register or procure the registration of any Noteholder or any other person as the registered shareholder in the register of members of any Equity Issuer, (ii) the Issuer shall not be obliged to account to any Noteholder or any other person for any entitlement received or that is receivable in respect of any Underlying Equity comprising the Asset Amount in respect of any Note if the date on which the Underlying Equity is first traded on the relevant Exchange ex such entitlement is on or prior to the Delivery Date, and (iii) any interest, dividend or other distribution in respect of any Asset Amount will be payable to the party that would receive such interest, dividend or other distribution according to market practice for a sale of the relevant Underlying Equity executed on the Delivery Date and to be delivered in the same manner as the Asset Amount. Any such interest dividend or other distribution to be paid to a Noteholder shall be paid to the account specified in the relevant Asset Transfer Notice.

(c) Adjustments for Underlying Equities

(i) *Potential Adjustment Events*

If Potential Adjustment Events are specified as applicable in the applicable Conditions Supplement, following the declaration by an Equity Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine whether such Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Underlying Equity and, if so, will (i) make the corresponding adjustment, if any, to any terms of the Notes as the Calculation Agent in good faith acting in a commercially reasonable manner determines appropriate to account for that diluting, concentrative or other effect and (ii) determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Underlying Equity traded on that options exchange. In its determination of the existence and extent of any dilutive, concentrative or other effect on the theoretical value of the relevant Underlying Equity of any Potential Adjustment Event, and any related adjustments to the terms of the Notes, the Calculation Agent shall take into account any amounts of Local Taxes that would, in the determination of the Calculation Agent, be withheld from or paid or otherwise incurred by the Issuer in connection with such Potential Adjustment Event.

Upon making any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*), stating the adjustment to the terms of the Notes and giving brief details of the Potential Adjustment Event.

(ii) *Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency and Insolvency Filing*

If Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency and Insolvency Filing are specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment (which may include a substitution pursuant to Condition 7(d) (*Substitution of Underlying Equities*) if, and to the extent, specified to be applicable in the applicable Conditions Supplement), if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment (if any) in respect of the Delisting,

Merger Event, Tender Offer, Nationalisation, Insolvency or Insolvency Filing made by an options exchange to options on the Underlying Equity traded on that options exchange.

Upon the occurrence of (if applicable) a Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency or Insolvency Filing, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency or Insolvency Filing, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

(iii) *Extraordinary Fund Event*

If Extraordinary Fund Event is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment (which may include a substitution pursuant to Condition 7(d) (*Substitution of Underlying Equities*) if, and to the extent, specified to be applicable in the applicable Conditions Supplement), if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment (if any) in respect of the Extraordinary Fund Event made by an options exchange to options on the Underlying Equity traded on that options exchange.

Upon the occurrence of an Extraordinary Fund Event, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Extraordinary Fund Event, giving details thereof and the action proposed to be taken in relation thereto.

(iv) *Change in Law, Increased Cost of Hedging, Loss of Stock Borrow, Increased Cost of Stock Borrow*

If Change in Law, Increased Cost of Hedging, Loss of Stock Borrow or Increased Cost of Stock Borrow is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment (which may include a substitution pursuant to Condition 7(d) (*Substitution of Underlying Equities*) if, and to the extent, specified to be applicable in the applicable Conditions Supplement), if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount.

Upon the occurrence of a Change in Law, Increased Cost of Hedging, Loss of Stock Borrow or Increased Cost of Stock Borrow, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Change in Law, Increased Cost of Hedging, Loss of Stock Borrow or Increased Cost of Stock Borrow, giving details thereof and the action proposed to be taken in relation thereto.

(v) *Hedging Disruption*

If Hedging Disruption is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment (which may include a substitution pursuant to Condition 7(d) (*Substitution of Underlying Equities*) if, and to the extent, specified to be applicable in the applicable Conditions Supplement), if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount.

Upon the occurrence of a Hedging Disruption, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Hedging Disruption, giving details thereof and the action proposed to be taken in relation thereto.

(d) Substitution of Underlying Equities

The Calculation Agent may (but is not obliged to) determine that the relevant Underlying Equity affected by an Extraordinary Event (the "**Affected Underlying Equity**") be replaced with shares or units (as the case may be) (the "**Substitute Underlying Equity**") of another entity. In determining the Substitute Underlying Equity, the Calculation Agent will, in good faith acting in a commercially reasonable manner, choose a Substitute Underlying Equity which, to the extent possible:

(i) has comparable volatility as the Affected Underlying Equity;

(ii) has comparable capitalisation and liquidity as the Affected Underlying Equity; and

(iii) be from the same sector as the Affected Underlying Equity,

each as determined on, or as close as reasonably practicable to, the Issue Date.

For the purposes of determining the initial price, closing price, strike price and any other relevant prices or levels and any other relevant determination in respect of the Substitute Underlying Equity, the Calculation Agent will, in good faith acting in a commercially reasonable manner, make such adjustments to any terms of the Notes as it deems necessary or appropriate to reflect the market performance of the Affected Underlying Equity immediately before its replacement.

(e) Correction of Price

In the event that any relevant price published by the Exchange on any date which is utilised for any calculation or determination in connection with the Notes is subsequently corrected and the correction is published by the Exchange by the earlier of:

(i) two Business Days (or as otherwise specified in the Conditions Supplement) prior to the next date on which any relevant payment may have to be made by the Issuer or in respect of which any relevant determination in respect of the Notes may have to be made; and

(ii) one Settlement Cycle after the original publication,

then the Calculation Agent may determine the amount that is payable or deliverable or make any determination in connection with the Notes, after taking in to account such correction, and, to the extent necessary, may adjust any relevant terms of the Notes to account for such correction.

8. Index Linked Notes

Amounts payable in respect of Index Linked Notes will be calculated by reference to the performance of one or more Indices. Such Index or Indices may reference or be comprised of reference equities, bonds, property, currency exchange rates, commodities, credit or other assets or bases of reference.

(a) *Redemption*

(i) *Redemption of Index Linked Redemption Notes*

Unless previously redeemed or purchased and cancelled pursuant to Condition 5 (*Redemption*), each Index Linked Redemption Note will be redeemed by the Issuer by payment of the Final Redemption Amount on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement).

(b) Adjustments for Indices

(i) *Successor Index Sponsor Calculates and Reports an Index*

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

Following the determination of a Successor Index, upon application by telephone or facsimile by an interested person during normal business hours, the Calculation Agent will notify the applicant of the Index that constitutes the Successor Index.

(ii) *Modification and Cessation of Calculation of an Index*

If (A) on or prior to any Valuation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts or commodities and other routine events) (an "**Index Modification**") or permanently cancels the Index and no Successor Index exists (an "**Index Cancellation**"), or (B) on any Valuation Date, the Index Sponsor or (if applicable) the successor Index Sponsor fails to calculate and announce a relevant Index or the Index is not available for any reason (an "**Index Disruption**" and, together with an Index Modification and an Index Cancellation, each an "**Index Adjustment Event**") then the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine if such Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the closing price or closing level and any other prices or levels relevant to the Notes and make such determinations as appropriate using, in lieu of a published level for that affected Index (the "**Affected Index**"), the level for that Affected Index as at the Valuation Time on the relevant Valuation Date as determined by the Calculation Agent by reference to the formula for and method of calculating that Affected Index last in effect prior to the change, failure or cancellation, but using only those Index Components that comprised that Affected Index immediately prior to that Index Adjustment Event, and/or by reference to the final official settlement price for settling futures or options contracts relating to the Affected Index on the Exchange on the relevant Valuation Date. Alternatively, the Issuer may (but shall not be obliged to) replace the Affected Index with another index selected by the Issuer in its sole discretion (if, and to the extent, specified to be applicable in the applicable Conditions Supplement) or redeem all, but not some only, of the Notes, at the Early Redemption Amount. In the selection of another index to replace the Affected Index, the Issuer may, but is not obliged to, take into account the composition and constituents of the index, the index rules and any other factors and considerations as the Issuer deems applicable and appropriate.

Upon the occurrence of an Index Adjustment Event, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Index Adjustment Event, giving details thereof and the action proposed to be taken in relation thereto.

(iii) *Change in Law and/or Increased Cost of Hedging*

If Change in Law and/or Increased Cost of Hedging is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment, if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment. If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount.

Upon the occurrence of a Change in Law and/or Increased Cost of Hedging, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the occurrence of the Change in Law, giving details thereof and the action proposed to be taken in relation thereto.

(iv) *Hedging Disruption*

If Hedging Disruption is specified as applicable in the applicable Conditions Supplement, following the occurrence of such an event, the Calculation Agent will, in good faith acting in a commercially reasonable manner, determine the appropriate adjustment, if any, to be made to any terms of the Notes to account for such event, and determine the effective date of that adjustment. If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, the Issuer will redeem all, but not some only, of the Notes, at the Early Redemption Amount.

Upon the occurrence of a Hedging Disruption, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 17 (*Notices*) stating the

occurrence of the Hedging Disruption, giving details thereof and the action proposed to be taken in relation thereto.

(c) Correction of Index levels

In the event that any relevant level of an Index published by the Index Sponsor on any date which is utilised for any calculation or determination in connection with the Notes is subsequently corrected and the correction is published by the Index Sponsor:

(i) two Business Days (or as otherwise specified in the Conditions Supplement) prior to the next date on which any relevant payment may have to be made by the Issuer or in respect of which any relevant determination in respect of the Notes may have to be made; or

(ii) if earlier and if the Index is a Multiple Exchange Index (as defined below), one Settlement Cycle (as defined below) after the original publication,

then the Calculation Agent may determine the amount that is payable or deliverable or make any determination in connection with the Notes, after taking in to account such correction, and, to the extent necessary, may adjust any relevant terms of the Notes to account for such correction.

(d) Index Disclaimer

The Noteholders agree and acknowledge that the Notes are not sponsored, endorsed, sold or promoted by the Index or the Index Sponsor and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with investing in the Notes. The Issuer shall not have any liability to the Noteholders for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, neither the Issuer nor its Affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Indices. Although the Calculation Agent will obtain information concerning the Indices from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its Affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Indices.

9. Credit Linked Notes

If the Notes are specified as Credit Linked Notes in the applicable Conditions Supplement, the provisions of this Condition 9 (*Credit Linked Notes*) apply, as applicable, as modified by the applicable Conditions Supplement.

The applicable Conditions Supplement shall specify whether the Notes are Single Name Credit Linked Notes, First-to-Default Credit Linked Notes, N^{th}-to-Default Credit Linked Notes, or any other type of Credit Linked Notes.

In the case of Credit Linked Notes for which more than one Reference Entity is specified in the Conditions Supplement, all references to "the Reference Entity" herein shall be construed to refer to the Reference Entity in respect of which the relevant determination falls to be made at any relevant time and all related provisions and determinations will be construed accordingly.

For the avoidance of doubt no Credit Linked Notes will be considered frustrated, or otherwise void or voidable (whether for mistake or otherwise) solely because:

(i) any relevant Reference Entity does not exist on, or ceases to exist on or following, the Trade Date; and/or

(ii) Obligations, Deliverable Obligations or the Reference Obligation do not exist on, or cease to exist on or following, the Trade Date.

(a) ***Redemption***

(i) Unless (i) previously redeemed or purchased and cancelled, (ii) a Maturity Date Extension Event has occurred, (iii) an Event Determination Date has occurred in respect of any Reference Entity prior to the later of (I) the expiry of the Notice Delivery Period or (II) the expiry of

the Post Dismissal Additional Period and has not been reversed on or prior to the relevant Auction Final Price Determination Date, final Valuation Date, Physical Settlement Date (or, if earlier, Delivery Date), or the Maturity Date as applicable or (iv) Condition 9(j) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*) applies, subject to Condition 9(s) (*Adjustments following a Constraint Event*), each Credit Linked Redemption Note will be redeemed by the Issuer by payment of the Final Redemption Amount specified in, or determined in the manner specified in, the applicable Conditions Supplement in the relevant Specified Currency on the Scheduled Maturity Date.

(ii) (If an Event Determination Date has occurred in respect of any Reference Entity during either the Notice Delivery Period or the Post Dismissal Additional Period and has not been reversed on or prior to the relevant Auction Final Price Determination Date, final Valuation Date, Physical Settlement Date (or, if earlier, Delivery Date), or the Maturity Date as applicable, subject to Condition 9(i) (*Additional Maturity Date and Interest Payment Date Extension*) then:

(A) if Cash Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Cash Settlement is specified as the Fallback Settlement Method, or no Fallback Settlement Method is specified in the Conditions Supplement, and Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance with Condition 9(b) (*Cash Settlement*)), the provisions of Condition 9(b) (*Cash Settlement*) shall apply, or

(B) if Physical Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Physical Settlement is specified as the Fallback Settlement Method and Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance with Condition 9(c) (*Physical Settlement*)), the provisions of Condition 9(c) (*Physical Settlement*) shall apply, or

(C) if Auction Settlement is specified as the Settlement Method in the applicable Conditions Supplement, the provisions of Condition 9(d) (*Auction Settlement*) shall apply.

(iii) Where the Notes are Single Name Credit Linked Notes, if an Event Determination Date has occurred in relation to the Reference Entity, then the Notes will be settled in accordance with Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable.

(iv) Where the Notes are First-to-Default Credit Linked Notes, if an Event Determination Date has occurred in relation to any of the specified Reference Entities, then the Notes will be settled in accordance with Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, in relation only to the First Reference Entity (as defined in the definition of Event Determination Date).

(v) Where the Notes are N^{th}-to-Default Credit Linked Notes, if an Event Determination Date has occurred in relation to one or more of the specified Reference Entities notwithstanding any provision to the contrary in these Conditions, no settlement in accordance with Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, or interest adjustment in accordance with Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*) will occur until such time as an Event Determination Date has occurred in respect of the Relevant Number of Reference Entities (a "**Trigger**"). The Reference Entity in respect of which an Event Determination Date has occurred which causes the Trigger to occur is referred to as the "**Triggering Reference Entity**" and the "**Relevant Number**" is the number specified as such in the Conditions Supplement. As of the day on which the Calculation Agent determines that an Event Determination Date has occurred in respect of the Relevant Number of References Entities then Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply in relation only to the Triggering Reference Entity.

(vi) Where any Auction Credit Event Redemption Amount or Credit Event Redemption Amount is or would be zero then, other than for the payment of accrued interest or any other due but unpaid amounts, the Notes will be cancelled as of the Auction Credit Event Redemption Date or Credit Event Redemption Date respectively with no payment being due other than any final amount of accrued interest or any other due but unpaid amounts. The Issuer will have no further obligations in respect of the Credit Linked Notes.

(vii) If any purchase and cancellation of Notes occurs under Condition 10 (*Purchase*), the Calculation Agent will make such adjustments to the applicable Conditions Supplement and/or these Conditions as it determines appropriate (including Reference Entity Nominal Amounts) to ensure the Notes continue to reflect economic intentions of the Issuer.

(b) Cash Settlement

(i) If (1) Cash Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Cash Settlement is specified as the Fallback Settlement Method, or no Fallback Settlement Method is specified in the Conditions Supplement, and in each case Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance with this Condition 9(b) (*Cash Settlement*)) and (2) an Event Determination Date has occurred during either the Notice Delivery Period or the Post Dismissal Additional Period, the Issuer shall give notice (such notice a "**Cash Settlement Notice**") to the Noteholders following the final Valuation Date in accordance with Condition 17 (*Notices*) of the redemption of the Notes and the Credit Event Redemption Date, and provided that the related Event Determination Date has not been reversed on or prior to the final Valuation Date, subject to Condition 9(s) (*Adjustments following a Constraint Event*), on the Credit Event Redemption Date the Issuer shall redeem the Notes in accordance with sub-paragraph (ii) in this Condition 9(b) (*Cash Settlement*).

(ii) Each Note shall be redeemed by the Issuer by payment, in respect of each principal amount of the Notes equal to the Calculation Amount, of the Credit Event Redemption Amount. Payment by the Issuer of the Credit Event Redemption Amount (in respect of each Calculation Amount) shall fully and effectively discharge the Issuer's obligation to redeem the Applicable Percentage of the relevant Note.

(iii) For the avoidance of doubt, an Event Determination Date may occur at any time on or prior to the Scheduled Maturity Date or during the Notice Delivery Period or the Post Dismissal Additional Period, as applicable, notwithstanding that the Cash Settlement Notice may be given after the occurrence of an Event Determination Date, and in some cases significantly later. Unless the relevant Credit Event is a M(M)R Restructuring or if otherwise stated in the applicable Conditions Supplement, an Event Determination Date may only occur on one occasion and a Cash Settlement Notice may only be delivered on one occasion. In the case of First-to-Default Credit Linked Notes or N^{th}-to-Default Credit Linked Notes, if an Event Determination Date is purported to occur in respect of more than one Reference Entity on the same date, the Calculation Agent shall determine in its sole and absolute discretion which Reference Entity is the Reference Entity in respect of which an Event Determination Date has occurred.

If an Event Determination Date has occurred and the Notes become redeemable in accordance with this Condition 9(b) (Cash Settlement), subject to Condition 9(s) (Adjustments following a Constraint Event), upon payment of the Credit Event Redemption Amount in respect of the Notes the Issuer shall have discharged its obligations in respect of the Applicable Percentage of the Notes and shall have no other liability or obligation whatsoever in respect of the Applicable Percentage of the Notes. The Credit Event Redemption Amount may be less than the principal amount and interest accrued in respect of the Notes, and in the worst case scenario may be zero. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

(c) Physical Settlement

(i) If (1) Physical Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Physical Settlement is specified as the Fallback Settlement Method and Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance with this Condition 9(c) (*Physical Settlement*)) and (2) an Event Determination Date has occurred during either the Notice Delivery Period or the Post Dismissal Additional Period, then the Issuer shall give notice (such notice a "**Notice of Physical Settlement**") to the Noteholders in accordance with Condition 17 (*Notices*) of the redemption of the Notes, the Deliverable Obligations comprising the Asset Amount that it reasonably expects to Deliver, the Outstanding Principal Balance or Due and Payable Amount (determined on the same basis as in the definition of Asset Amount) of each Deliverable Obligation and the expected Physical Settlement Date determined by the Calculation Agent in its sole and absolute discretion, and provided that such Event Determination Date has not been reversed on or prior to the final Valuation Date, Physical Settlement Date or, if earlier, Delivery Date, as applicable, the

Issuer shall, subject to Condition 9(s) (*Adjustments following a Constraint Event*), redeem the Notes in accordance with sub-paragraph (ii) in this Condition 9(c) (*Physical Settlement*).

(ii) Each Note shall be redeemed by the Issuer by Delivery, in respect of each principal amount of the Notes equal to the Calculation Amount, of the Deliverable Obligations comprised in the Asset Amount on the relevant Settlement Date, in accordance with and subject to Conditions 9(m) (*Physical Delivery*) and 9(n) (*Partial Cash Settlement*). For the avoidance of doubt, the Calculation Agent shall be entitled to select any of the Deliverable Obligations to be Delivered, irrespective of their market value. The relevant Asset Package, if applicable, will be deemed to be a Deliverable Obligation comprised in the Asset Amount. The Asset Amount in respect of each Credit Linked Note equal to the Calculation Amount will be determined by reference to the relevant Prior Deliverable Obligation or Package Observable Bond specified in the relevant Notice of Physical Settlement or NOPS Amendment Notice, as applicable. Where appropriate the Calculation Agent may make any adjustment in relation to provisions for physical delivery and determination of the Asset Amount to take account of the relevant Asset Package. Delivery by the Issuer of the Deliverable Obligations comprised in the Asset Amount (including delivery of the Asset Package in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable) and/or payment of the Partial Cash Settlement Amount in accordance with Condition 9(n) (*Partial Cash Settlement*) (in respect of each Calculation Amount), if applicable, shall fully and effectively discharge the Issuer's obligation to redeem the Applicable Percentage of the relevant Note. For the avoidance of doubt, an Event Determination Date may occur at any time on or prior to the Scheduled Maturity Date or during the Notice Delivery Period or the Post Dismissal Additional Period, as applicable, notwithstanding that the Notice of Physical Settlement may be given later, and in some cases significantly later. Unless the relevant Credit Event is a M(M)R Restructuring or if otherwise stated in the applicable Conditions Supplement, an Event Determination Date may only occur on one occasion and a Physical Settlement Notice may only be delivered on one occasion. In the case of First-to-Default Credit Linked Notes or N^{th}-to-Default Credit Linked Notes, if an Event Determination Date is purported to occur in respect of more than one Reference Entity on the same date, the Calculation Agent shall determine in its sole and absolute discretion which Reference Entity is the Reference Entity in respect of which an Event Determination Date has occurred.

(iii) Following delivery of a Notice of Physical Settlement, the Issuer may notify the Noteholders (each such notification, a "**NOPS Amendment Notice**") that the Issuer is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective in accordance with Condition 17 (*Notices*). A NOPS Amendment Notice shall specify each replacement Deliverable Obligation that the Issuer will Deliver (each, a "**Replacement Deliverable Obligation**") and shall also specify the Outstanding Principal Balance or Due and Payable Amount (determined on the same basis as in the definition of Asset Amount) of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced or the equivalent Currency Amount of any such amount (with respect to each such Deliverable Obligation, the "**Replaced Deliverable Obligation Outstanding Amount**"). The Replacement Deliverable Obligation(s), taken together, shall have an aggregate Replaced Deliverable Obligation Outstanding Amount at least equal to the Outstanding Principal Balance(s) and/or Due and Payable Amount(s) (or the equivalent Currency Amount(s) of any such amount(s)) of the Deliverable Obligations being replaced. Each such NOPS Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such NOPS Amendment Notice). Notwithstanding the foregoing, (i) the Issuer may correct any errors or inconsistencies contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to Noteholders in accordance with Condition 17 (*Notices*), prior to the relevant Delivery Date; and (ii) if Asset Package Delivery is applicable, the Issuer shall on the PSN Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the Delivery Date), notify the Noteholders in accordance with Condition 17 (*Notices*) of the detailed description of the Asset Package, if any, that the Issuer will Deliver in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS

Amendment Notice, as applicable, it being understood in each case that any such notice of correction shall not constitute a NOPS Amendment Notice.

(iv) If Mod R is specified as applicable in the Conditions Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Asset Amount only if it (X) is a Fully Transferable Obligation and (Y) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date in each case as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements.

(v) If Mod Mod R is specified as applicable in the Conditions Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Asset Amount only if it (X) is a Conditionally Transferable Obligation and (Y) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements. For the purposes of this paragraph only and notwithstanding the foregoing, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10- year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

If an Event Determination Date has occurred and the Notes become redeemable in accordance with this Condition 9(c) (Physical Settlement) subject to Condition 9(s) (Adjustments following a Constraint Event), upon Delivery of the Deliverable Obligations comprising the Asset Amount and/or payment of the Partial Cash Settlement Amounts, as the case may be, the Issuer shall have discharged its obligations in respect of the Applicable Percentage of the Notes and shall have no other liability or obligation whatsoever in respect of the Applicable Percentage of the Notes. The aggregate value of such Deliverable Obligations and/or the Partial Cash Settlement Amount may be less than the principal amount and interest accrued in respect of the Notes, and in the worst case scenario may be zero. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

(d) Auction Settlement

(i) If (X) Auction Settlement is specified as the Settlement Method in the applicable Conditions Supplement, (Y) an Event Determination Date has occurred during either the Notice Delivery Period or the Post Dismissal Additional Period, and the related Event Determination Date has not been reversed on or prior to the Auction Final Price Determination Date, and (Z) an Auction Final Price Determination Date occurs, then the Issuer shall give an Auction Settlement Notice to the Noteholders following the Auction Final Price Determination Date in accordance with Condition 17 (*Notices*) and, subject to Condition 9(r) (*Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method*), on the Auction Credit Event Redemption Date redeem the Notes in accordance with sub-paragraph (ii) in this Condition 9(d) (*Auction Settlement*).

(ii) Each Note shall be redeemed by the Issuer by payment, in respect of each principal amount of the Notes equal to the Calculation Amount, of the Auction Credit Event Redemption Amount. Payment by the Issuer of the Auction Credit Event Redemption Amount shall (in respect of each Calculation Amount) fully and effectively discharge the Issuer's obligation to redeem the Applicable Percentage of the relevant Note.

(iii) Unless settlement has occurred in accordance with the paragraph above, if

(A) an Auction Cancellation Date occurs;

(B) a No Auction Announcement Date occurs (and in circumstances where such No Auction Announcement Date occurs pursuant to paragraphs (b) or (c)(ii) of the definition of No Auction Announcement Date, the Issuer has not exercised the Movement Option);

(C) a DC Credit Event Question Dismissal occurs;

(D) an Event Determination Date was determined pursuant to paragraph (a)(i) of the definition of Event Determination Date or paragraph (a) of the definition of Non-

Standard Event Determination Date and no Credit Event Resolution Request Date has occurred on or prior to the date falling three Business Days after such Event Determination Date; or

(E) an Event Determination Date was determined pursuant to paragraph (b)(ii)(B) of the definition of Non-Standard Event Determination Date,

then:

(x) if Fallback Settlement Method – Cash Settlement is specified as applicable in the Conditions Supplement, the Issuer shall redeem the Credit Linked Notes in accordance with Condition 9(b)(*Cash Settlement*) above; or

(y) if Fallback Settlement Method – Physical Delivery is specified as applicable in the Conditions Supplement, the Issuer shall redeem the Credit Linked Notes in accordance with Condition 9(c)(*Physical Settlement*) above.

(iv) If Mod R Applicable or Mod Mod R Applicable is specified in the applicable Conditions Supplement and the Calculation Agent determines in respect of a Restructuring Credit Event that a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the Issuer may elect in its sole and absolute discretion to exercise the Movement Option.

(A) If the Movement Option is exercised by the Issuer, then provided the related Event Determination Date is not reversed on or prior to the relevant Auction Final Price Determination Date, the Notes shall be redeemed on the Auction Credit Event Redemption Date at their Auction Credit Event Redemption Amount, for which purposes the Auction Credit Event Redemption Date and the Auction Credit Event Redemption Amount shall be determined by reference to the relevant Parallel Auction selected by the Issuer on exercising the Movement Option. If the Movement Option is exercised by the Issuer, all references in this Condition 9 (*Credit Linked Notes*) to "Auction", "Credit Derivatives Auction Settlement Terms", "Auction Cancellation Date", "Auction Final Price Determination Date" and "Auction Settlement Date" shall be deemed to be references to the "Parallel Auction", "Parallel Auction Settlement Terms", "Parallel Auction Cancellation Date", "Parallel Auction Final Price Determination Date" and "Parallel Auction Settlement Date" and the terms of this Condition 9 (*Credit Linked Notes*) shall be construed accordingly.

(B) If the Movement Option is not exercised, the Issuer shall redeem each Note in accordance with Condition 9(b) (*Cash Settlement*) if Cash Settlement is specified in the applicable Conditions Supplement as the Fallback Settlement Method or if no Fallback Settlement Method is specified in the Conditions Supplement, or in accordance with Condition 9(c) (*Physical Settlement*) if Physical Settlement is specified in the applicable Conditions Supplement as the Fallback Settlement Method.

(v) For the avoidance of doubt, an Event Determination Date may occur at any time during the Notice Delivery Period or the Post Dismissal Additional Period, as applicable, notwithstanding that the Auction Settlement Notice may be given later, and in some cases significantly later. Unless the relevant Credit Event is a M(M)R Restructuring or if otherwise stated in the applicable Conditions Supplement, an Event Determination Date may only occur on one occasion and an Auction Settlement Notice may only be delivered on one occasion. In the case of First-to-Default Credit Linked Notes or N^{th}-to-Default Credit Linked Notes, if an Event Determination Date is purported to occur in respect of more than one Reference Entity on the same date, the Calculation Agent shall determine in its sole and absolute discretion which Reference Entity is the Reference Entity in respect of which an Event Determination Date has occurred.

If an Event Determination Date has occurred and the Notes become redeemable in accordance with this Condition 9(d) (Auction Settlement), subject to Condition 9(s) (Adjustments following a Constraint Event), upon payment of the Auction Credit Event Redemption Amounts in respect of the Applicable Percentage of the Notes the Issuer shall have discharged its obligations in respect of the Applicable Percentage of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Auction Credit Event Redemption Amount may be less than the principal amount and interest accrued in respect of the Notes and in the worst

case scenario, may be zero. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

(e) Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension

(i) If Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*) applies in respect of the Notes, and

(A) **Accrual of Interest upon Credit Event** is specified as not applicable in the applicable Conditions Supplement, each Note shall cease to bear interest from the Interest Period End Date (or, if none, the Interest Commencement Date) immediately preceding the Event Determination Date; or

(B) **Accrual of Interest upon Credit Event** is specified as applicable in the applicable Conditions Supplement, each Note shall cease to bear interest from the Event Determination Date and the final payment of interest shall be payable on the Credit Event Redemption Date, Auction Credit Event Redemption Date or Physical Settlement Date or Partial Cash Settlement Date, as applicable and no further interest shall be payable in respect of such delay; and

Provided Further That if

(C) the Notes are redeemed pursuant to Condition 9(f) (*Repudiation/Moratorium Extension*), Condition 9(g) (*Grace Period Extension*), Condition 9(h) (*Credit Derivatives DC Extension*) or Condition 9(i) (*Additional Maturity Date and Interest Payment Date Extension*); or

(D) Condition 9(j) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*) applies pursuant to an adjustment to, or reversal of, an Event Determination Date,

then interest will accrue as provided in Condition 9(f) (*Repudiation/Moratorium Extension*), Condition 9(g) (*Grace Period Extension*), Condition 9(h) (*Credit Derivatives DC Extension*), Condition 9(i) (*Additional Maturity Date and Interest Payment Date Extension*) or Condition 9(j) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*), as the case may be.

(ii) Without prejudice to Condition 9(h) (*Credit Derivatives DC Extension*), if, following the determination of an Event Determination Date but prior to the Credit Event Redemption Date, Auction Credit Event Redemption Date or Physical Settlement Date or Partial Cash Settlement Date (as applicable), there is a DC Credit Event Meeting Announcement, the Calculation Agent may, at its option, determine that the applicable timing requirements of this Condition 9 and the definitions of Credit Event Redemption Date, Auction Credit Event Redemption Date or Physical Settlement Date or Partial Cash Settlement Date, Valuation Date, Physical Settlement Period and PSN Cut-off Date (as applicable), and any other Condition provision(s) as determined by the Calculation Agent, shall toll and be suspended and remain suspended (such period of suspension, a "**Suspension Period**") until the date of the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred, the relevant timing requirements of the Conditions that have previously tolled or been suspended shall resume on the Business Day following such public announcement by the DC Secretary.

(iii) In the event of any such Suspension Period, the Calculation Agent may (x) make such consequential or other adjustment(s) or determination(s) to or in relation to these Conditions as may be desirable or required either during or following any relevant Suspension Period to account for or reflect such suspension and (y) determine the effective date of such adjustment(s) or determination(s).

(iv) If:

(A) a Suspension Period falls in any one or more Interest Period(s), then no interest (or any interest on any delayed payment of interest) shall accrue during each portion of an Interest Period during which a Suspension Period exists; and

(B) if an Interest Payment Date falls in a Suspension Period, such Interest Payment Date will be deferred until such date as determined by the Calculation Agent falling

no earlier than the first Interest Payment Date and no later than the fifth Business Day following the end of the Suspension Period.

(v) No additional amount in respect of interest and no adjustment shall be made to the amount of any interest in connection with the delay or postponement of any payment of interest pursuant to sub-paragraph (iv) above. For the avoidance of doubt, no interest shall accrue on any Note after the Scheduled Maturity Date as a result of a suspension or postponement of interest pursuant to this Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*) (unless Condition 3(c) (*Accrual of Interest*) applies and upon due presentation of a Note for redemption payment of principal is withheld by the Issuer due to the Issuer's wilful default or gross negligence). The Issuer shall endeavour to give notice to the Noteholders in accordance with Condition 17 (*Notices*) as soon as reasonably practicable should any payment of interest be suspended and/or postponed pursuant to this Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*).

(f) Repudiation/Moratorium Extension

(i) Where Repudiation/Moratorium is specified as a Credit Event in the applicable Conditions Supplement, the provisions of this Condition 9(f) (*Repudiation/Moratorium Extension*) shall apply unless otherwise modified by the applicable Conditions Supplement.

(ii) Where an Event Determination Date has not occurred on or prior to the Scheduled Maturity Date or any Interest Payment Date but the Repudiation/Moratorium Extension Condition has been satisfied in respect of a Potential Repudiation/Moratorium which occurred with respect to an Obligation of a relevant Reference Entity on or prior to the Scheduled Maturity Date or any Interest Payment Date, then the Calculation Agent shall notify the Noteholders in accordance with Condition 17 (*Notices*) that a Potential Repudiation/Moratorium has occurred and the maturity of the Notes and/or relevant interest payment will be delayed and the Notes will be redeemed as follows:

(A) in relation to such event as of the Scheduled Maturity Date, provided that a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date:

i. subject to Condition 9(s) (*Adjustments following a Constraint Event*) and provided that there are no other Maturity Date Extension Events outstanding as at the Repudiation/Moratorium Evaluation Date, each Credit Linked Redemption Note will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Maturity Date; and

ii. in the case of interest bearing Notes only, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Period End Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay, or

(B) where a Repudiation/Moratorium has occurred on or prior to the Repudiation/Moratorium Evaluation Date and an Event Determination Date has occurred, the provisions of Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply to the Notes; or

(C) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case (i) where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date then the relevant amount of interest shall be payable on the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a Repudiation/Moratorium has occurred on or prior to

the Repudiation/Moratorium Evaluation Date and an Event Determination Date has occurred thereafter, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the fifth Business Day following the applicable Repudiation/Moratorium Evaluation Date or, if later, the Postponed Interest Payment Date.

(g) Grace Period Extension

(i) If Grace Period Extension is specified as applicable in the applicable Conditions Supplement, the provisions of this Condition 9(g) (*Grace Period Extension*) shall apply.

(ii) Where an Event Determination Date has not occurred on or prior to the Scheduled Maturity Date or any Interest Payment Date but a Potential Failure to Pay has occurred or may, in the sole and absolute determination of the Calculation Agent, have occurred with respect to one or more Obligation(s) in respect of which a Grace Period is applicable on or prior to the Scheduled Maturity Date or any Interest Payment Date (and such Grace Period(s) is/are continuing as at the Scheduled Maturity Date or relevant Interest Payment Date), then the Calculation Agent shall notify the Noteholders in accordance with Condition 17 (*Notices*) that a Potential Failure to Pay has occurred and the maturity of the Notes and/or relevant interest payment will be delayed and,

(A) in relation to such event as of the Scheduled Maturity Date, provided that a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:

i. subject to Condition 9(s) (*Adjustments following a Constraint Event*) and provided that there are no other Maturity Date Extension Events outstanding as at the Grace Period Extension Date, each Credit Linked Redemption Note will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the Grace Period Extension Date or, if later, the Postponed Maturity Date; and

ii. in the case of interest bearing Notes only, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Period End Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Grace Period Extension Date or, if later, the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay, or

(B) where a Failure to Pay has occurred on or prior to a Grace Period Extension Date and an Event Determination Date has occurred, the provisions of Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply to the Notes; or

(C) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case (i) where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date then the relevant amount of interest shall be payable on the fifth Business Day following the Grace Period Extension Date or, if later, the Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a Failure to Pay has occurred on or prior to the Grace Period Extension Date and an Event Determination Date has occurred thereafter, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the fifth Business Day following the applicable Grace Period Extension Date or, if later, the Postponed Interest Payment Date.

(h) Credit Derivatives DC Extension

(i) If, in the determination of the Calculation Agent, a Potential Credit Event has occurred and the Credit Derivatives Determinations Committee has not made its determination on or prior to the Scheduled Maturity Date or any Interest Payment Date then the Calculation Agent shall notify the Noteholders in accordance with Condition 17 (*Notices*) that the Maturity Date or

relevant Interest Payment Date has been postponed to a date (the "**DC Determination Cut-off Date**") (i) on which a relevant DC Resolution is made or (ii) which is the last day of the Post Dismissal Additional Period where a relevant DC Credit Event Question Dismissal occurs, and,

(A) in relation to such event as of the Scheduled Maturity Date, provided that a DC No Credit Event Announcement or DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date and an Event Determination Date has not occurred:

i. subject to Condition 9(s) (*Adjustments following a Constraint Event*) and provided that there are no other Maturity Date Extension Events outstanding as at the DC Determination Cut-off Date, each Credit Linked Redemption Note will be redeemed by the Issuer at the Final Redemption Amount on the fifth Business Day following the DC Determination Cut-off Date or if later, the Postponed Maturity Date; and

ii. in the case of interest bearing Credit Linked Notes, the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Period End Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the DC Determination Cut-off Date or if later, the Postponed Maturity Date, and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay, or

(B) where a DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date and an Event Determination Date has occurred, the provisions of Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply to the Credit Linked Notes; or

(C) where a DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date, then for the avoidance of doubt, the Post Dismissal Additional Period will apply; or

(D) in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case (i) where a DC No Credit Event Announcement or DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date and an Event Determination Date has not occurred, then the relevant amount of interest shall be payable on the fifth Business Day following the DC Determination Cut-off Date or if later, the Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where a DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred on or prior to the DC Determination Cut-off Date and an Event Determination Date has occurred, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the fifth Business Day following the applicable DC Determination Cut-off Date or if later, the Postponed Interest Payment Date.

(i) Additional Maturity Date and Interest Payment Date Extension

(i) The following provisions of this Condition 9(i) (*Additional Maturity Date and Interest Payment Date Extension*) apply to Credit Linked Notes and, for the avoidance of doubt, may be applied on more than one occasion:

without prejudice to Condition 9(e)(ii), Condition 9(f), Condition 9(g) and Condition 9(h), if on (A) the Scheduled Maturity Date or any Interest Payment Date, (B), if applicable, the Repudiation/Moratorium Evaluation Date, (C) if Grace Period Extension is specified as applicable in the Conditions Supplement, the Grace Period Extension Date, (D) the last day of the Notice Delivery Period or (E) the DC Determination Cut-off Date, as the case may be, an Event Determination Date has not occurred but, in the determination of the Calculation Agent, a Credit Event or Potential Credit Event may have occurred, the

Calculation Agent may at its option notify the Noteholders in accordance with Condition 17 (*Notices*) that the Maturity Date, the relevant Interest Payment Date, the Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be, has been postponed to a date (such date the "**Postponed Maturity Date**" or, in the case of an Interest Payment Date, the "**Postponed Interest Payment Date**") specified in such notice falling fifteen (15) Business Days after the Scheduled Maturity Date, the relevant Interest Payment Date, the previous Repudiation/ Moratorium Evaluation Date or Grace Period Extension Date, or the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be, or if such day is not a Business Day the immediately succeeding Business Day, and:

where:

1. in relation to such event as of each date specified in (A) to (E) above (other than Interest Payment Dates), provided that an Event Determination Date has not occurred on or prior to the Postponed Maturity Date:

    a. subject to Condition 9(s) (*Adjustments following a Constraint Event*) and provided that no other Maturity Date Extension Events are outstanding as of the Postponed Maturity Date, each Note will be redeemed by the Issuer at its Final Redemption Amount on the fifth Business Day following the Postponed Maturity Date; and

    b. in the case of interest bearing Notes only the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Period End Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

2. an Event Determination Date has occurred on or prior to the Postponed Maturity Date, the provisions of Condition 9(b) (*Cash Settlement*), Condition 9(c) (*Physical Settlement*) or Condition 9(d) (*Auction Settlement*), as applicable, shall apply to the Credit Linked Notes; or

3. in relation to such event as of an Interest Payment Date, the Calculation Agent may delay the relevant amount of interest which would otherwise be payable on the relevant Interest Payment Date. In this case:

    a. subject to sub-paragraph (b) below, (i) where an Event Determination Date has not occurred on or prior to the Postponed Interest Payment Date, then the relevant amount of interest shall be payable on the relevant Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where an Event Determination Date has occurred on or prior to the Postponed Interest Payment Date, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the relevant Postponed Interest Payment Date; or

    b. where the Maturity Date has been postponed in accordance with this Condition 9(i), (i) where an Event Determination Date has not occurred on or prior to the Postponed Maturity Date, then the relevant amount of interest shall be payable on the fifth Business Day following the Postponed Maturity Date or if later, the relevant Postponed Interest Payment Date but no additional interest will be payable in respect of the relevant delay and for the avoidance of doubt no amendment will be made to any Interest Period or basis of calculation of the relevant amount of interest, other than as described above; or (ii) where an Event Determination Date has occurred on or prior to the Postponed Maturity Date, the relevant amount of interest will be adjusted accordingly and may be zero and will be payable on the fifth

Business Day following the applicable Postponed Maturity Date or if later, the relevant Postponed Interest Payment Date.

(j) Reversals of DC Resolutions and adjustments to Event Determination Dates

(i) Notwithstanding anything to the contrary herein, no Event Determination Date will occur, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that the Calculation Agent determines that, prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Maturity Date as applicable, a DC No Credit Event Announcement occurs with respect to the relevant Reference Entity or Obligation thereof.

(ii) Notwithstanding anything to the contrary herein, no Succession Date will occur, and any succession event previously determined with respect to a Reference Entity shall be deemed not to have occurred, if, or to the extent that DC Secretary publicly announces that a previous DC Resolution Resolving that a Succession Date has occurred has been reversed by a subsequent DC Resolution of the relevant Credit Derivatives Determinations Committee, unless the prior DC Resolution or any prior determination by the Calculation Agent has resulted in the identification of one or more Successors or the identification of one or more Substitute Reference Obligations.

(iii) Notwithstanding anything to the contrary in these Conditions, following the determination of an Event Determination Date, if:

(A) such Event Determination Date is deemed to have occurred on a date that is earlier than the date originally determined to be the Event Determination Date for the purposes of the Notes as a result of the application of the definition of Event Determination Date then:

(I) if the Notes are redeemed pursuant to Condition 9(b) (*Cash Settlement*) or 9(d) (*Auction Settlement*), an amount equal to the relevant EDD Adjustment Amount (if any) shall be deducted to the fullest extent possible from the Credit Event Redemption Amount or Auction Credit Event Redemption Amount, as applicable; or

(II) if the Notes are redeemed pursuant to Condition 9(c) (*Physical Settlement*), Deliverable Obligations (rounded up to the nearest whole number or denomination or other minimum amount in which the relevant Deliverable Obligations may be Delivered) with an Outstanding Principal Balance or Due and Payable Amount (rounded up to the nearest whole number or denomination or other minimum amount in which the relevant Deliverable Obligations may be Delivered), as applicable, having a market value equal to (or, where rounding upwards applies, greater than) the relevant EDD Adjustment Amount (if any) as of the relevant Delivery Date, as determined by the Calculation Agent in its sole and absolute discretion, shall be deducted to the fullest extent possible from the Asset Amount (or deducted from the Partial Cash Settlement Amount payable pursuant to Condition 9(n) (*Partial Cash Settlement*), if applicable). If the market value of the Outstanding Principal Balance or Due and Payable Amount of Deliverable Obligations so deducted is, due to rounding, greater than the relevant EDD Adjustment Amount, the Issuer shall pay an amount determined by the Calculation Agent in its sole and absolute discretion to Noteholders as soon as reasonably practicable in respect of the excess portion of such Deliverable Obligations; or

(B) a DC No Credit Event Announcement occurs following the determination of an Event Determination Date but prior to the related Auction Final Price Determination Date, a Valuation Date or, the Physical Settlement Date (or, if earlier, a Delivery Date), as applicable, then the Event Determination Date originally determined for the purposes of the Notes shall be deemed not to have occurred (an "**Event Determination Date Reversal**"). The occurrence of an Event Determination Date Reversal shall not prejudice the occurrence or determination of any subsequent Event Determination Date(s) in relation to the relevant Reference Entity (if applicable). Notwithstanding Condition 3(c) (*Accrual of Interest*) and Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*), each Note shall recommence to accrue interest (in accordance with Condition 3

(*Interest*)) from the Interest Period End Date (the " **Interest Recommencement Date**") immediately following the DC No Credit Event Announcement, and an amount equal to the Additional EDD Interest Amount shall be payable on such Interest Recommencement Date. For the avoidance of doubt, in no circumstances shall interest accrue on any Note on or after the Scheduled Maturity Date (unless Condition 3(c) (*Accrual of Interest*) applies and upon due presentation of a Note for redemption payment of principal is withheld by the Issuer due to the Issuer's wilful default or gross negligence).

(k) Succession

(i) With respect to any Reference Entity, subject to the following proviso, the Calculation Agent will be responsible for determining, as soon as reasonably practicable after it becomes aware of the occurrence of the relevant Succession Date, and with effect from the Succession Date, whether the relevant thresholds set forth in the definition of "Successor" have been met, or any Successor or Successors including without limitation which entity qualifies under sub-paragraph (a)(vi) of the definition of "Successor", as applicable. Provided that the Calculation Agent will not make such determination if, at such time, either (A) DC Secretary has publicly announced that a Successor Resolution Request Date has occurred (until such time, if any, as DC Secretary subsequently publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to determine a Successor) or (B) DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that a Succession Date for purposes of the certain credit derivative transactions has not occurred.

(ii) In calculating the percentages used to determine whether the relevant thresholds set forth in the definition of "Successor" have been met, or which entity qualifies under sub-paragraph (a)(vi) of such definition, the Calculation Agent shall use, with respect to each applicable Relevant Obligation included in such calculation, the amount of the liability with respect to such Relevant Obligation listed in the Eligible Information and shall notify the Issuer of such calculation. In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (a) of the definition of "Successor", if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession. The Transaction Type applicable to the Successor(s) (as applicable) will be the Transaction Type that applied to the Reference Entity that has been identified in connection with such Succession Date.

(iii) A copy of the notice of any determination of a Successor shall be given to Noteholders in accordance with Condition 17 (*Notices*) as soon as reasonably practicable, provided that failure to deliver such notice shall not invalidate the occurrence of the Succession Date.

(iv) Where pursuant to paragraph (a)(iii), (a)(iv) or (a)(vi) of the definition of Successor, more than one Successor has been identified, the Calculation Agent shall adjust such of these Terms and Conditions and/or the Conditions Supplement as it shall determine to be appropriate to reflect that the Reference Entity has been succeeded by more than one Successor and shall determine the effective date of that adjustment. The Calculation Agent shall be deemed to be acting in a commercially reasonable manner if it adjusts these Terms and Conditions and/or the Conditions Supplement in such a manner as to reflect the adjustment to and/or division of any credit derivative transaction(s) related to or underlying the Credit Linked Notes under the provisions of the 2014 ISDA Credit Derivatives Definitions.

(v) Where the Notes are Single Name Credit Linked Notes:

(A) Where a Succession Date has occurred and more than one Successor has been identified in accordance with these Conditions, each such Successor will be deemed to be a Reference Entity for purposes of the Notes and, to the extent applicable, the Calculation Agent shall apportion any outstanding principal amounts or any other relevant calculation amounts equally in relation to each Successor.

(B) If one or more of the Successors to the Reference Entity have not assumed the Reference Obligation (if any) specified in the applicable Conditions Supplement, the Calculation Agent may select a Substitute Reference Obligation in accordance with the definition of "Substitute Reference Obligation".

(C) Where a Credit Event occurs in respect of a Reference Entity after such occurrence of a Succession Date with more than one Successor being identified:

(1) the provisions of this Condition 9 (*Credit Linked Notes*) shall be deemed to apply to the Reference Entity Nominal Amount in respect of that Reference Entity only and all the provisions shall be construed accordingly;

(2) following occurrence of an Event Determination Date, the Notes shall be deemed to be redeemed *pro rata* in an amount equal to the Reference Entity Nominal Amount only;

(3) the Notes in an amount equal to the Aggregate Nominal Amount less the Reference Entity Nominal Amount shall remain outstanding (the "**Remaining Amount**") and interest (if applicable) shall accrue on the Remaining Amount as provided for in the Conditions and the applicable Conditions Supplement (adjusted in such manner as the Calculation Agent determines to be appropriate);

(4) the provisions of these Conditions shall apply to any subsequent Credit Event Notices delivered in respect of any of the other Reference Entities that are identified as a result of the occurrence of the Succession Date; and

(5) the applicable Conditions Supplement may be amended and restated at such time to reflect the effect of a Succession Date without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes.

(vi) Where the Notes are First-to-Default Credit Linked Notes:

(A) Where a Succession Date has occurred in respect of a Reference Entity (each such Reference Entity, a "**Succession Event Reference Entity**" and the Reference Entities unaffected by such Succession Date or any previous Succession Date, the "**Non-Succession Event Reference Entities**") and more than one Successor has been identified by the Calculation Agent, each Note will subsequently reference a number of Baskets (each a "**New Basket**") equal to the number of Successors, and each Successor (each a "**Successor Reference Entity**") will be a Reference Entity for the purposes of one of the New Baskets and each of the Non-Succession Event Reference Entity shall be a Reference Entity for the purposes of each and every one of the New Baskets. The Aggregate Nominal Amount of the Notes shall be apportioned equally between each New Basket (each portion a "**New Basket Nominal Amount**"). Thereafter, the occurrence of the first Credit Event will be assessed separately for each New Basket and only the occurrence of an Event Determination Date in respect of a Reference Entity in a New Basket will cause the Notes to be redeemed in part in a proportion which the New Basket Nominal Amount bears to the Aggregate Nominal Amount of the Notes as of the Issue Date (the "**New Basket Relevant Proportion**").

(B) Consequently, where all Non-Succession Event Reference Entities and all Successor Reference Entities are considered together:

(1) the occurrence of an Event Determination Date in respect of a Non-Succession Event Reference Entity will be a Credit Event for the purposes of each and every New Basket and each and every New Basket Nominal Amount of the Notes and will cause the Notes to be redeemed in full in accordance with this Condition 9 (*Credit Linked Notes*); and

(2) the occurrence of an Event Determination Date in respect of a Successor Reference Entity will be a Credit Event only in respect of the New Basket for which the relevant Successor Reference Entity is a Reference Entity and will cause the New Basket Relevant Proportion of the Notes to be redeemed in accordance with this Condition 9 (*Credit Linked Notes*).

(C) Following a partial redemption of the Notes pursuant to this sub-paragraph (vi), interest shall accrue on the remaining outstanding principal amount of the Notes immediately following the partial redemption (the "**New Basket Outstanding Principal Amount**") as provided for in these Conditions (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate) and the Calculation Agent shall continue to assess the occurrence of an Event Determination Date in respect of any Reference Entity for the purposes of the remaining New Baskets and the New Basket Outstanding Principal Amount in

accordance with this Condition 9(k)(vi) (*Succession – Where the Notes are First-to-Default Credit Linked Notes*).

(D) If one or more of the Successors to the Reference Entity have not assumed the Reference Obligation (if any) specified in the applicable Conditions Supplement, the Calculation Agent may select a Substitute Reference Obligation in accordance with the definition of "Substitute Reference Obligation".

(vii) Where the Notes are N^{th}-to-Default Credit Linked Notes:

(A) Where a Succession Date has occurred in respect of a Reference Entity (each such Reference Entity, a "**Succession Event Reference Entity**" and the Reference Entities unaffected by such Succession Date or any previous Succession Date, the "**Non-Succession Event Reference Entities**") and more than one Successor has been identified by the Calculation Agent, each Note will subsequently reference a number of Baskets (each a "**New Basket**") equal to the number of Successors, and each Successor (each a "**Successor Reference Entity**") will be a Reference Entity for the purposes of one of the New Baskets and each of the Non-Succession Event Reference Entity shall be a Reference Entity for the purposes of each and every one of the New Baskets. The Aggregate Nominal Amount of the Notes shall be apportioned equally between each New Basket (each portion a "**New Basket Nominal Amount**"). Thereafter, the occurrence of a Credit Event in respect of the N^{th} Reference Entity will be assessed separately for each New Basket and only the occurrence of an Event Determination Date in respect of the N^{th} Reference Entity in a New Basket will cause the Notes to be redeemed in part in a proportion which the New Basket Nominal Amount for the relevant New Basket bears to the Aggregate Nominal Amount of the Notes as of the Issue Date (the "**New Basket Relevant Proportion**").

(B) Consequently, where all Non-Succession Reference Entities and all Successor Reference Entities are considered together:

(1) the occurrence of an Event Determination Date in respect of the N^{th} Reference Entity, where such N^{th} Reference Entity and each previous Reference Entity in respect of which an Event Determination Date has occurred are Non-Succession Event Reference Entities, will be the Credit Event for the purposes of each and every New Basket and each and every New Basket Nominal Amount of the Notes and will cause the Notes to be redeemed in full in accordance with this Condition 9 (*Credit Linked Notes*);

(2) the occurrence of an Event Determination Date in respect of the N^{th} Reference Entity, where either such N^{th} Reference Entity or one or more previous Reference Entity in respect of which an Event Determination Date has occurred is a Successor Reference Entity, will be the Credit Event only in respect of the New Basket in respect of which the relevant Successor Reference Entity is a Reference Entity. Thereafter the New Basket Relevant Proportion of each Note shall be redeemed in accordance with this Condition 9 (*Credit Linked Notes*); and

(3) the occurrence of an Event Determination Date in respect of the N^{th} Reference Entity where either: (x) such N^{th} Reference Entity and one or more previous Reference Entity in respect of which an Event Determination Date has occurred are each a Successor Reference Entity; or (y) such N^{th} Reference Entity is a Non-Succession Event Reference Entity but two or more previous Reference Entities in respect of which an Event Determination Date has occurred are Successor Reference Entities, will not be the Credit Event in respect of any of the New Baskets and will not cause the Notes to be redeemed either in part or in whole.

(C) Following a partial redemption of the Notes pursuant to this sub-paragraph (vii), interest shall accrue on the remaining outstanding principal amount of the Notes immediately following the partial redemption (the "**New Basket Outstanding Principal Amount**") as provided for in these Terms and Conditions (adjusted in such

manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate) and the Calculation Agent shall continue to assess the occurrence of an Event Determination Date in respect of the N^{th} Reference Entity for the purposes of the remaining New Baskets and the New Basket Outstanding Principal Amount in accordance with this Condition 9(k)(vii) (*Succession – Where the Notes are N^{th}-to-Default Credit Linked Notes*).

(D) If one or more of the Successors to the Reference Entity have not assumed the Reference Obligation (if any) specified in the applicable Conditions Supplement, the Calculation Agent may select a Substitute Reference Obligation in accordance with the definition of "Substitute Reference Obligation".

(viii) The provisions of these Terms and Conditions shall apply to any subsequent Succession Date. For the avoidance of doubt, the provisions of Conditions 9(k)(v), 9(k)(vi) and 9(k)(vii) shall apply to each Succession Date, provided that the Calculation Agent may make any adjustments to the Reference Entities and/or Baskets (including any New Baskets) as it determines, in its sole and absolute discretion, are necessary to reflect the occurrence of a Succession Date without the consent of the Noteholders.

(ix) Where the effect of the foregoing provisions would be to specify a Reference Entity more than once with respect to the Notes or, in the case of Conditions 9(k)(vi) and 9(k)(vii), a New Basket, that Reference Entity shall be deemed to be specified only once.

(x) Save as otherwise provided in the applicable Conditions Supplement, where any Reference Entity (the "**Surviving Reference Entity**") (other than a Reference Entity that is subject to a Succession Date) would be a Successor to any other Reference Entity (the "**Legacy Reference Entity**") pursuant to a Succession Date through the application of the foregoing provisions, (I) if Fixed Number of Reference Entities is not specified as applicable in the applicable Conditions Supplement, such Surviving Reference Entity shall be deemed a Successor to the Legacy Reference Entity or (II) if Fixed Number of Reference Entities is specified as applicable in the applicable Conditions Supplement, such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity and the Calculation Agent shall select an additional entity to constitute a Reference Entity in replacement of the Legacy Reference Entity (such entity an "**Additional Reference Entity**") such that the number of Reference Entities in respect of the Notes, or in respect of each New Basket, prior to the Succession Date is equal to the number of Reference Entities following the Succession Date, provided that if, in respect of any First-to-Default Credit Linked Notes or N^{th}-to-Default Credit Linked Notes, the Legacy Reference Entity is a Reference Entity in respect of more than one New Basket, the Calculation Agent shall select an Additional Reference Entity to replace such Legacy Reference Entity in each New Basket, each of which Additional Reference Entities may be different entities. Each Additional Reference Entity shall be of the same Transaction Type (as defined in the Physical Settlement Matrix) with a comparable credit rating as the Surviving Reference Entity, and shall be principally traded using the same Transaction Type as the relevant Surviving Reference Entity, as determined by the Calculation Agent in good faith and a commercially reasonable manner. Any such Additional Reference Entity will be deemed to be a Reference Entity for the purposes of the Notes and all references in these Conditions to a "Reference Entity" or "Reference Entities" shall be construed accordingly.

(xi) If one or more Additional Reference Entities are selected, the Calculation Agent may select a Substitute Reference Obligation in respect of each such Additional Reference Entity in accordance with the definition of "Substitute Reference Obligation".

(xii) Unless Merger Event is specified as not applicable in the applicable Conditions Supplement, in the event at any time during the period from (and including) the Trade Date to (but excluding) the Scheduled Maturity Date that (x) the Issuer becomes a Successor to any Reference Entity as a result of the application of the foregoing provisions, (y) the Issuer and any Reference Entity become Affiliates or (z) the Issuer or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all its assets to, a Reference Entity or the Issuer (as applicable) (each a "**Merger Event**"), then the Issuer may, but shall not be obliged to, on giving not more than 30 nor less than 15 days' notice to Noteholders (the "**Merger Event Notice**"), redeem all but not some of the Notes at the Early Redemption Amount on the Early Redemption Date, in each case, specified in the Merger Event Notice.

(xiii) Notwithstanding any other provisions in this Condition 9(k) (*Succession*), the Calculation Agent shall be entitled to make additional determinations (including without limitation as to

the division of the Credit Linked Notes) and adjustments to the Conditions and to the applicable Conditions Supplement relating to, connected with, or as a result of, a Succession Date and identification of one or more Successors. Any such determinations and adjustments shall be made by the Calculation Agent in its sole and absolute discretion (provided that if such determinations have been made by the relevant Credit Derivatives Determinations Committee, then the Calculation Agent shall, unless (x) otherwise provided for in the applicable Conditions Supplement or (y) Calculation Agent Determination is specified as applicable in the applicable Conditions Supplement, be bound by such determinations) and, in the absence of manifest error, shall be conclusive and binding on all Noteholders. The applicable Conditions Supplement may be amended and restated at such time to reflect the effect of a Succession Date and identification of one or more Successors without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes.

(l) Restructuring Credit Event

(i) If (A) Restructuring is specified in the applicable Conditions Supplement as being an applicable Credit Event; (B) either Mod R Applicable or Mod Mod R Applicable is specified in the applicable Conditions Supplement and (C) a Restructuring Credit Event occurs, then(unless otherwise specified in the applicable Conditions Supplement), the Issuer may deliver multiple Credit Event Notices with respect to such M(M)R Restructuring, each such Credit Event Notice setting forth the amount of the Aggregate Nominal Amount of the Notes or Reference Entity Nominal Amount (as applicable) in respect of the relevant Reference Entity, in each case, to which the Credit Event Notice relates (the "**Exercise Amount**"). If the relevant Credit Event Notice does not specify an Exercise Amount, then the Aggregate Nominal Amount of the Notes or Reference Entity Nominal Amount (as applicable) in respect of the relevant Reference Entity, in each case, outstanding immediately prior to the delivery of such Credit Event Notice will be deemed to have been specified as the Exercise Amount. Accordingly, notwithstanding anything to the contrary in these Conditions, where a M(M) R Restructuring has occurred and the Issuer has delivered a Credit Event Notice for an Exercise Amount that is less than the Aggregate Nominal Amount of the Notes outstanding or the Reference Entity Nominal Amount outstanding in respect of the relevant Reference Entity, in each case as at the date immediately prior to the delivery of such Credit Event Notice, as applicable, the provisions of these Conditions shall be deemed to apply to a principal amount of the Notes equal to the Exercise Amount only and all the provisions shall be construed accordingly. Each such Note shall be redeemed in part (such redeemed part being equal to the relevant proportion of the Exercise Amount).

(ii) The Exercise Amount in connection with a Credit Event Notice describing a Restructuring Credit Event must be an amount that is at least 1,000,000 units of the currency (or, if Japanese Yen, 100,000,000 units) in which the Notes are denominated or any integral multiple thereof or the entire outstanding Aggregate Nominal Amount of the Notes or the Reference Entity Nominal Amount outstanding in respect of the relevant Reference Entity, as applicable, at such time.

(iii) The Notes shall be deemed to be redeemed *pro rata* in an amount equal to the Exercise Amount only. The Notes in an amount equal to the Aggregate Nominal Amount or Reference Entity Nominal Amount (as applicable) less the Exercise Amount shall remain outstanding (the "**Outstanding Notes Amount**") and interest (if applicable) shall accrue on the Outstanding Notes Amount as provided for in these Conditions and the applicable Conditions Supplement (adjusted in such manner as the Calculation Agent determines to be appropriate).

(iv) In respect of any subsequent Credit Event Notices delivered the Exercise Amount in connection with a Credit Event Notice describing a Credit Event other than a M(M)R Restructuring must be equal to the outstanding Aggregate Nominal Amount of the Notes or the Reference Entity Nominal Amount outstanding in respect of the relevant Reference Entity, as applicable, at such time (and not a portion thereof).

(v) For the avoidance of doubt, (i) in the case of a First-to-Default Credit Linked Note, once a M(M)R Restructuring has occurred in respect of a Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the Reference Entity that was the subject of the first occurring M(M)R Restructuring and (ii) in the case of an N^{th}-to-Default Credit Linked Note, if a M(M)R Restructuring has occurred in respect of the

N^{th} Reference Entity, no further Credit Event Notices may be delivered in respect of any Reference Entity other than the N^{th} Reference Entity.

(vi) If Mod R Applicable is specified in the applicable Conditions Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation may only be included in an Asset Amount (including any amendment in a NOPS Amendment Notice), if such Deliverable Obligation (A) is a Fully Transferable Obligation and (B) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date.

(vii) If Mod Mod R Applicable is specified in the applicable Conditions Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then a Deliverable Obligation may only be included in an Asset Amount (including any amendment in a NOPS Amendment Notice) if it (A) is a Conditionally Transferable Obligation and (B) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date.

(viii) If the provisions of this Condition 9(l) (*Restructuring Credit Event*) apply in respect of the Notes, on redemption of part of each such Note, the relevant Note or, if the Notes are represented by a Global Note, such Global Note shall be endorsed to reflect such partial redemption.

(ix) For the avoidance of doubt, if Restructuring is specified in the applicable Conditions Supplement as being an applicable Credit Event and neither Mod R Applicable nor Mod Mod R Applicable is specified in the applicable Conditions Supplement, the Issuer may not deliver multiple Credit Event Notices with respect to a Restructuring Credit Event. If a Restructuring Credit Event occurs, the Issuer may only deliver a single Credit Event Notice in respect of such Reference Entity and, subject to occurrence of an Event Determination Date and the other provisions of these Conditions, each Note shall be redeemed in full pursuant to and in accordance with Condition 9(a) (*Redemption*).

(x) If Multiple Holder Obligation is specified as applicable in the applicable Conditions Supplement, notwithstanding anything to the contrary in the definition of Restructuring and this Condition 9 (*Credit Linked Notes*), the occurrence of, agreement to, or announcement of, any of the events described in sub-paragraphs (a) to (e) of the definition of "Restructuring" shall not be a Restructuring unless the Obligation in respect of any such events is a Multiple Holder Obligation.

(m) Physical Delivery

(i) If any Credit Linked Note is to be redeemed by delivery of the Asset Amount(s), in order to obtain delivery of the Asset Amount(s) in respect of any Credit Linked Redemption Note:

(A) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, with a copy to the Issuer and not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice; or

(B) if such Note is in definitive form, the relevant Noteholder must deliver (i) if this Note is a Bearer Note, to any Paying Agent, or (ii) if this is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Issuer not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice,

unless the Issuer determines, in its sole and absolute discretion, that the delivery of an Asset Transfer Notice is not required for such purpose. The Issuer may, by notice to Noteholders in accordance with Condition 17 (*Notices*), revise any of the procedures set out in, waive any condition or requirement or impose any additional condition or requirement under, this Condition 9(m) (*Physical Delivery*) as it thinks fit.

(ii) Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of the Registrar or any Paying Agent.

(iii) An Asset Transfer Notice may only be delivered (i) if such Note is represented by a Global Note, in such manner as is acceptable to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, which is expected to be by authenticated SWIFT message or tested telex or such other form acceptable to Euroclear, Clearstream, CDP, the Registrar or any Paying Agent, as the case may be, or (ii) if such Note is in definitive form, in writing or

by electronic means or such other form acceptable to the Registrar or the Paying Agent, as the case may be.

Subject to the provisions of this Condition 9(m) (*Physical Delivery*), if the Notes are in definitive form, the Notes must be delivered together with the duly completed Asset Transfer Notice.

(iv) Unless otherwise specified in the applicable Conditions Supplement, an Asset Transfer Notice must:

(A) specify the name and address of the relevant Noteholder, the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount set out in the applicable Conditions Supplement;

(B) in the case of Notes represented by a Global Note, specify the principal amount of Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear, Clearstream, CDP or the Registrar, as the case may be, to be debited with such Notes and irrevocably instruct and authorise Euroclear, Clearstream, CDP or the Registrar, as the case may be, to debit the relevant Noteholder's account with such Notes on or before the Delivery Date;

(C) include an undertaking to pay all Delivery Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear, Clearstream, CDP or the Registrar, as the case may be, in respect thereof and to pay such Delivery Expenses;

(D) specify an account to which any amounts payable pursuant to Condition 9(n) (*Partial Cash Settlement*) or any other cash amounts specified in the applicable Conditions Supplement as being payable are to be paid; and

(E) authorise the production of such notice in any applicable administrative or legal proceedings.

(v) No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear, Clearstream, CDP, the Registrar or a Paying Agent, as the case may be, as provided above. After delivery of an Asset Transfer Notice, the relevant Noteholder may not transfer the Notes which are the subject of such notice.

(vi) In the case of Notes represented by a Global Note, upon receipt of an Asset Transfer Notice, Euroclear, Clearstream, CDP or the Registrar, as the case may be, shall verify that the person specified therein as the Noteholder is the holder of the specified principal amount of Notes according to its books or other official records.

(vii) Subject to the provisions of this Condition 9(m) (*Physical Delivery*), failure to complete and deliver an Asset Transfer Notice properly may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in this Condition 9(m) (*Physical Delivery*) shall be made, in the case of Notes represented by a Global Note, by Euroclear, Clearstream, CDP, the Registrar or any Paying Agent as the case may be, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder and, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Noteholder.

(viii) Delivery of the Asset Amount in respect of each Note shall be made at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in good faith determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Conditions Supplement. All Delivery Expenses arising from the delivery of the Asset Amount in respect of such Note shall be for the account of the relevant Noteholder. The Issuer shall be entitled to postpone the delivery of the Asset Amount until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder. The Issuer shall not be obliged to make or procure any delivery if to do so would breach any applicable securities or other relevant laws.

(ix) After delivery of the Asset Amount and for the Intervening Period, none of the Issuer, the Calculation Agent nor any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities or obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations, or (iii) be under any

liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations.

(x) In relation to each Deliverable Obligation constituting the Asset Amount, the Issuer will Deliver or procure the Delivery of the relevant Deliverable Obligation as provided below on or before the Settlement Date, *provided that* if all or some of the Deliverable Obligations included in the Asset Amount are (a) Undeliverable Obligations or Hedge Disruption Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, until the date that is thirty calendar days after the Settlement Date (in respect of such Undeliverable Obligations or Hedge Disruption Obligations, as the case may be, the "**Final Delivery Date**"), or (b) Undeliverable Loan Obligations or Unassignable Obligations, then the Issuer shall continue to attempt to Deliver all or a portion of such Undeliverable Loan Obligations or Unassignable Obligations, as the case may be, until the date that is 15 Business Days after the Settlement Date (in respect of such Undeliverable Loan Obligations or Unassignable Obligations, the "**Final Delivery Date**"),

PROVIDED FURTHER THAT:

(A) if all or a portion of the Deliverable Obligations included in the Asset Amount that are Undeliverable Obligations or Hedge Disruption Obligations (but subject to sub-paragraph (B) below in the case of Assignable Loans or Consent Required Loans) are not Delivered by the Final Delivery Date, the provisions of Condition 9(n)(i) (*Partial Cash Settlement*) shall apply; or

(B) if all or a portion of the Deliverable Obligations included in the Asset Amount that consist of Assignable Loans or Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date, the provisions of Condition 9(n)(ii) (*Partial Cash Settlement*) shall apply.

If, subject to the provisions of this Condition 9(m) (*Physical Delivery*), a Noteholder fails to give an Asset Transfer Notice as provided herein on or prior to the Cut-Off Date specified in the applicable Conditions Supplement, the Issuer will, subject as provided above, deliver the Deliverable Obligations constituting the Asset Amount in respect of the relevant Notes as soon as practicable after the receipt of the duly completed Asset Transfer Notice at the risk of such Noteholder, PROVIDED THAT if, in respect of a Note, a Noteholder fails to give an Asset Transfer Notice prior to the day falling 180 calendar days after the Cut-Off Date, the Issuer's obligations in respect of such Notes shall be discharged and the Issuer shall have no liability in respect thereof. For the avoidance of doubt, in such circumstances, such Noteholder shall not be entitled to any payment, whether of interest or otherwise, as a result of such delivery date falling after the originally designated delivery date and no liability in respect thereof shall attach to the Issuer.

(n) Partial Cash Settlement

(i) If all or a portion of the Undeliverable Obligations or Hedge Disruption Obligations comprising the Asset Amount in respect of a Note are not Delivered by the Final Delivery Date (other than in respect of Assignable Loans or Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered on that day), the Issuer shall give notice (a "**Partial Cash Settlement Notice**") to the Noteholders in accordance with Condition 17 (*Notices*) and the Issuer shall pay in respect of each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, the Partial Cash Settlement Amount on the Partial Cash Settlement Date.

In the Partial Cash Settlement Notice, the Issuer will give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligations, as the case may be.

(ii) If:

(A) Partial Cash Settlement of Consent Required Loans is specified as applying in the applicable Conditions Supplement and all or a portion of the Deliverable Obligations comprising the Asset Amount consist of Consent Required Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date (each such Deliverable Obligations being an "**Undeliverable Loan Obligation**"); or

(B) Partial Cash Settlement of Assignable Loans is specified as applying in the applicable Conditions Supplement and all or a portion of the Deliverable Obligations comprising the Asset Amount consist of Assignable Loans that, due to the non-receipt of any requisite consents, are not capable of being Delivered by the Final Delivery Date (each such Deliverable Obligation being an "**Unassignable Obligation**"),

the Issuer shall give notice to the Noteholders in accordance with Condition 17 (*Notices*) and the Issuer shall pay in respect of each Undeliverable Loan Obligation or Unassignable Obligation, the Partial Cash Settlement Amount on the Partial Cash Settlement Date. For the avoidance of doubt, if neither Partial Cash Settlement of Consent Required Loans nor Partial Cash Settlement of Assignable Loans is specified as applying in the applicable Conditions Supplement, and all of the Deliverable Obligations comprising the Asset Amount consist of Undeliverable Loan Obligations or Unassignable Obligations, as the case may be, then the Issuer shall have no further obligation to Deliver any Asset Amount or pay any Partial Cash Settlement Amount in respect of the Notes.

Unless otherwise specified in the applicable Conditions Supplement, for the purpose of this Condition 9(n) (*Partial Cash Settlement*) only, the following terms shall be defined as follows:

"**Partial Cash Settlement Amount**" is deemed to be, for an Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (i) (A) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, as the case may be, multiplied by (B) the Final Price with respect to such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, as the case may be, less if applicable (C) Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Asset Amount), and (ii) zero.

"**Partial Cash Settlement Date**" is deemed to be the date falling three Business Days after the calculation of the Final Price.

(o) Transaction Type Standard Terms

In respect of a series of Notes whose Conditions Supplement specified that Physical Settlement Matrix Standard Terms apply and specified one or more "Transaction Types" that are included in the Physical Settlement Matrix, the terms of this Condition 9 (*Credit Linked Notes*) which are set out in the Physical Settlement Matrix with respect to such "Transaction Type" shall be deemed to apply to that Series of Notes, provided that the Conditions Supplement does not specify any inconsistent terms, in which case the provisions of the Conditions Supplement shall prevail.

(p) Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)"

If this Condition 9(p) *(Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)")* is specified as applicable in the applicable Conditions Supplement, the following provisions will apply:

(i) *Obligation and Deliverable Obligation*. Paragraph (a) of the definition of "Obligation" in Condition 23 (*Definitions*) and paragraph (a) of the definition of "Deliverable Obligation" in Condition 23 (*Definitions*) are hereby amended by adding "or Qualifying Policy" after "or as provider of a Relevant Guarantee".

(ii) *Interpretation of Provisions*. In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, the terms of paragraph (ii)(D) of the definition of "Deliverable Obligation" in Condition 23 (*Definitions*) will apply, with references to the Relevant Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

(A) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligor" as used in this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*) in respect of such an Insured Instrument shall be construed accordingly;

(B) references in the definitions of Assignable Loan and Consent Required Loan to "the guarantor" and "guaranteeing" shall be deemed to include "the insurer" and "insuring", respectively;

(C) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Conditions Supplement;

(D) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the applicable Conditions Supplement and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;

(E) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "maturity", as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur; and

(F) with respect to a Qualifying Policy and an Insured Instrument, only the Qualifying Policy must satisfy on the relevant date or dates the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, if applicable.

(iii) *Outstanding Principal Balance*. References in paragraph (a) of the definition of Outstanding Principal Balance to a Guarantee, the Underlying Obligation and the Underlying Obligor shall be deemed to include a Qualifying Policy, the Insured Instrument and the Insured Obligor respectively. Any provisions of an Insured Instrument limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument shall be disregarded for the purposes of paragraph (b)(ii) of the definition of Outstanding Principal Balance provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

(iv) *Deliver*. For the purposes of the definition of "Deliver" in Condition 23 (*Definitions*), "Deliver" with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and "Delivery" and "Delivered" will be construed accordingly.

(v) *Provisions for Determining a Successor.* Paragraph (a) and the last two paragraphs appearing at the end of paragraph (b) of the definition of Successor are hereby amended by adding "or Qualifying Policy" after each occurrence of "a Relevant Guarantee". The paragraph appearing at the end of paragraph (b) of the definition of Successor is hereby amended by adding "or provider of a Qualifying Policy" after "as guarantor or guarantors".

(vi) *Original Non-Standard Reference Obligation, Substitute Reference Obligation and Substitution Event.* The definition of Original Non-Standard Reference Obligation, paragraph (c)(i) of the definition of Substitute Reference Obligation and paragraph (b)(ii) of the definition of Substitution Event are hereby amended by adding "or Qualifying Policy" after "a guarantee".

(vii) *Restructuring*.

(1) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, paragraphs (a) to (e) inclusive of the definition of "Restructuring" in Condition 23 (*Definitions*) are hereby amended to read as follows:

(a) a reduction in the rate or amount of the Instrument Payments in paragraph (A)(x) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);

(b) a reduction in the amount of the Instrument Payments described in paragraph (A)(y) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);

(c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of the Instrument Payments described in paragraph (A)

(d) of the definition thereof or (B) the payment of the Instrument Payments described in paragraph (A)(y) of the definition thereof, in each case that are guaranteed or insured by the Qualifying Policy;

(e) a change in the ranking in priority of payment of (A) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (B) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or

(f) any change in the currency of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency (other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom, the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

(2) Paragraph (iv) of the definition of "Restructuring" in Condition 23 (*Definitions*) is hereby amended by adding "or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy" at the end thereof.

(3) The definition of "Restructuring" in Condition 23 (*Definitions*) is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

"For the purposes of the definitions of "Restructuring" and "Multiple Holder Obligation" in Condition 23 (*Definitions*), the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in paragraphs (a) to (e) inclusive of the definition of "Restructuring" shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in paragraphs (i) to (iv) inclusive in the definition of "Restructuring" shall continue to refer to the Reference Entity."

(viii) *Fully Transferable Obligation and Conditionally Transferable Obligation*. In the event that M(M)R Restructuring is specified as applying in the applicable Conditions Supplement and a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition and, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument. References in the definition of Conditionally Transferable Obligation to the guarantor and guaranteeing shall be deemed to include the insurer and insuring, respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in Condition 9(c) (*Physical Settlement*) and the definition of "Restructuring Maturity Limitation Date", shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

(ix) *Other Provisions*. For purposes of the definitions of "Prohibited Action", "Credit Event" and "Deliver" in Condition 23 (*Definitions*), references to the "Underlying Obligation" and the "Underlying Obligor" shall be deemed to include "Insured Instruments" and the "Insured Obligor", respectively.

(x) *Additional Definitions*.

"**Qualifying Policy**" means a financial guarantee insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument

Payments of an instrument that constitutes Borrowed Money (modified as set forth in this Condition 9(p) (*Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)"*) (the "**Insured Instrument**") for which another party (including a special purpose entity or trust) is the obligor (the "**Insured Obligor**"). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments). The benefit of a Qualifying Policy must be capable of being Delivered together with the Delivery of the Insured Instrument.

"**Instrument Payments**" means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in paragraph (d) below and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

"**Certificate Balance**" means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

(q) Calculation Agent and Calculation Agent Notices

Whenever the Calculation Agent is required to act or exercise judgment, it will do so in good faith and in a commercially reasonable manner. The Calculation Agent shall, as soon as practicable after making any determination pursuant to this Condition 9 (*Credit Linked Notes*), notify the Issuer and, if required by this Condition 9 (*Credit Linked Notes*), the Noteholders of such determination, provided that failure to notify the Issuer or, if applicable, the Noteholders shall not invalidate the determination. The Calculation Agent is not acting as a fiduciary for or as an advisor to the Noteholders in respect of its duties as Calculation Agent in connection with any Notes.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to this Condition 9 (*Credit Linked Notes*) shall (in the absence of manifest error) be final and binding on the Issuer and the Noteholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Notes, the Calculation Agent shall act in its sole and absolute discretion. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent and the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

In relation to the delivery by the Calculation Agent to the Issuer of any notice pursuant to this Condition 9 (*Credit Linked Notes*), a notice will be effective when given, regardless of the form in which it is delivered. A notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one Calculation Agent City Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

For the purposes of determining the day on which an event occurs for purposes of these Conditions, the Calculation Agent will determine the demarcation of days by reference to the CLN Relevant Time irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

In addition, if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed

to have occurred on such day prior to midnight at the CLN Relevant Time, irrespective of the time zone of its place of payment.

The Calculation Agent may from time to time amend any provision of these Credit Linked Note Conditions or the Notes to incorporate and/or reflect further or alternative documents from time to time published by DC Secretary with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees which the Calculation Agent and the Issuer determine in a commercially reasonable manner are necessary to reflect market practice for credit derivative transactions. The applicable Conditions Supplement may be amended and restated from time to time to reflect such changes in market convention without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes. Any amendment made in accordance with this paragraph shall be notified to the Noteholders in accordance with Condition 17 (*Notices*).

(r) Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method

In the event that a protocol setting out an alternative settlement or valuation method is published by ISDA (a "**Protocol**") in relation to a Reference Entity, the Calculation Agent may in its sole discretion determine whether to follow some or all of the terms of such Protocol for purposes of this Condition 9 (*Credit Linked Notes*).

Notwithstanding any other provisions in this Condition 9 (*Credit Linked Notes*), in the event that the Calculation Agent decides to adhere to a Protocol, the Calculation Agent may adjust such terms of this Condition 9 (*Credit Linked Notes*) as it deems appropriate to reflect some or all of the relevant settlement, valuation and other provisions of the Protocol. These may include, without limitation, adjustments in relation to the determination of any Credit Event Redemption Amount, any Final Price or any Asset Amount or determining Cash Settlement rather than Physical Settlement shall apply or vice versa. Nothing in this Condition 9(r) (*Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method*) should be taken as requiring the Calculation Agent to follow the terms of any Protocol.

(s) Adjustments following a Constraint Event

(i) *Action following a Constraint Event*

If Constraint Event provisions are specified as applicable in the applicable Conditions Supplement and the Calculation Agent determines that a Constraint Event has occurred or exists at any time on or prior to the Scheduled Maturity Date or any other day on which any payment or delivery is due in respect of the Notes, the Issuer in its sole and absolute discretion may, subject as provided below, take the action specified in any of (A), (B) or (C) below:

(A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the Final Redemption Amount and/or any other amount falling due and/or any other terms of these Conditions and/or the applicable Conditions Supplement to account for such Constraint Event, and determine the effective date of that adjustment; or

(B) where Constraint Event Early Redemption is specified as applicable in the applicable Conditions Supplement, give notice to Noteholders in accordance with Condition 17 (*Notices*) and redeem all, but not some only, of the Notes, at the Early Redemption Amount on the Early Redemption Date, in each case, specified in such notice; or

(C) where Constraint Event Early Redemption is not specified as applicable in the applicable Conditions Supplement, give notice to the Noteholders (in accordance with Condition 17 (*Notices*)), designate the Notes as "Suspended Notes" and specify the effective date thereof (the "**Suspension Date**"). The Issuer shall have no obligation to make any payment or perform any other obligation in respect of the Notes while the Notes are Suspended Notes and, subject as provided below, any such payment or other performance shall be postponed to no later than the tenth Business Day following the Cessation Date (as defined below). No additional interest or any other payment or compensation shall be due to Noteholders as a result of any such delay. The Notes shall remain Suspended Notes until the relevant Constraint Event ceases to exist and the Issuer notifies the cessation of such Constraint Event to Noteholders in accordance with Condition 17 (*Notices*) (the effective date of such notification the "**Cessation Date**") provided that if in the determination of the Calculation Agent the relevant Constraint Event continues to exist on the second anniversary of the

Suspension Date (the "**Suspension Cut-Off Date**"), the Suspended Notes shall expire worthless and shall be cancelled by the Issuer in which case all obligations of the Issuer to the Noteholders in respect of the Notes shall be discharged and the Noteholders shall have no further recourse to the Issuer in respect of the Notes.

Without prejudice to the foregoing, following any Cessation Date the Issuer may require the Calculation Agent to determine in its sole and absolute discretion, any adjustment to one or more of the Final Redemption Amount and/or any other amount falling due and/or any other terms of these Conditions and/or the applicable Conditions Supplement necessary or appropriate in order to determine any such amounts or other obligations due or to be performed in respect of the Notes, taking into account, without limitation, the occurrence of the relevant Constraint Event and the effect of any delay pursuant to this Condition.

If delivery of any assets is made later than the originally scheduled due date for delivery as a result of the occurrence of a Constraint Event, until delivery is made to the Noteholders, none of the Issuer, the Calculation Agent or any other person shall at any time (i) be under any obligation to deliver or procure delivery to the Noteholders or any subsequent transferee any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in respect of such assets, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such assets or (iii) be under any liability to the Noteholders or any subsequent transferee in respect of any loss or damage which the Noteholders or subsequent transferees may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner of such assets until the date of delivery.

(ii) *Definition of Constraint Event*

Subject as provided below, for the purposes of this Condition, "**Constraint Event**" means any of:

(A) if "**General Inconvertibility**" is specified as applicable in the applicable Conditions Supplement, the occurrence of any event that generally makes it impossible or not reasonably practicable to convert the Local Currency into the Specified Currency in any Relevant Jurisdiction through customary legal channels;

(B) if "**Specific Inconvertibility**" is specified as applicable in the applicable Conditions Supplement, the occurrence of any event that makes it impossible or not reasonably practicable for any Reference Entity and/or any Hedging Party to convert the Local Currency into the Specified Currency in any Relevant Jurisdiction, other than where such impossibility or impracticality is due solely to the failure by such Reference Entity and/or Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible or not reasonably practicable for such Reference Entity and/or Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation);

(C) if "**General Non-Transferability**" is specified as applicable in the applicable Conditions Supplement, the occurrence of any event that generally makes it impossible or not reasonably practicable to deliver (a) the Specified Currency from accounts inside any Relevant Jurisdiction to accounts outside such Relevant Jurisdiction or (b) the Local Currency between accounts inside the Relevant Jurisdiction or to a party that is a non-resident of such Relevant Jurisdiction;

(D) if "**Specific Non-Transferability**" is specified as applicable in the applicable Conditions Supplement, the occurrence of any event that makes it impossible or not reasonably practicable for any Reference Entity and/or any Hedging Party to deliver (a) the Local Currency from accounts inside any Relevant Jurisdiction to accounts outside such Relevant Jurisdiction or (b) the Local Currency between accounts inside any Relevant Jurisdiction or to a party that is a non-resident of such Relevant Jurisdiction, other than where such impossibility or impracticality is due solely to the failure by such Reference Entity and/or Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible or not reasonably practicable for such Reference Entity and/or Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation);

(E) if "**Nationalisation**" is specified as applicable in the applicable Conditions Supplement, any expropriation, confiscation, requisition, nationalisation or other action is taken by a Governmental Authority which deprives any Reference Entity and/or Hedging Party of all or substantially all of its assets in any Relevant Jurisdiction;

(F) if "**Hedging Disruption**" is specified as applicable in the applicable Conditions Supplement, the Issuer determines that any arrangements entered into by any Hedging Party in order to hedge the Issuer's obligations in respect of the Notes in whole or in part cannot reasonably be established, maintained or re-established; or

(G) if "**Downgrade**" is specified as applicable in the applicable Conditions Supplement, the Credit Rating in respect of any Downgrade Obligation is lower than the relevant Specified Rating or any Downgrade Obligation is no longer rated by the relevant Rating Agency. If a Downgrade Obligation no longer exists, the Calculation Agent may, in its sole and absolute determination, identify a substitute Downgrade Obligation that ranks equal in priority of payment with the Downgrade Obligation and is issued or guaranteed (as to both principal and interest or other similar payments if applicable) by the same entity as the issuer of the Downgrade Obligation immediately prior to such substitution. The Calculation Agent may make such adjustments to the Conditions and/or the applicable Conditions Supplement to take account of any such substitution, including an adjustment in relation to the relevant Specified Rating and Rating Agency. If the Downgrade Obligation is a Reference Obligation for the purposes of this Condition 9 (*Credit Linked Notes*), the Calculation Agent may, without limitation, select the relevant successor Reference Obligation determined pursuant to this Condition 9 (*Credit Linked Notes*) as the successor Downgrade Obligation. The Issuer shall give notice to Noteholders in accordance with Condition 17 (*Notices*) of any such substitution and the effective date thereof.

(iii) *Other Relevant Definitions*

For the purposes of this Condition 9(s) (*Adjustments following a Constraint Event*):

"**Credit Rating**" means, in relation to a Downgrade Obligation, the rating assigned to such Downgrade Obligation by the relevant Rating Agency (irrespective of whether such rating is under review with positive or negative implications).

"**Downgrade Obligation**", in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

"**Hedging Party**" means the Issuer and/or any Affiliate and/or any other party which conducts hedging arrangements in respect of the Issuer's obligations in respect of the Notes from time to time.

"**Governmental Authority**" means any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity or of any Relevant Jurisdiction, as applicable.

"**Local Currency**" means, in relation to General Inconvertibility, Specific Inconvertibility, General Non-Transferability or Specific Non-Transferability, the currency specified as such in relation to such event in the applicable Conditions Supplement and any successor currency as determined by the Calculation Agent.

"**Rating Agency**", in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

"**Reference Entity**" means each Reference Entity as such term is defined in Condition 23 (*Definitions*).

"**Relevant Jurisdiction**" means, in relation to General Inconvertibility, Specific Inconvertibility, General Non-Transferability or Specific Non-Transferability or Nationalisation, the jurisdiction or jurisdictions specified as such in the applicable Conditions Supplement in relation to such event and the expression Relevant Jurisdiction includes any territory or political subdivision thereof.

"**Specified Currency**" means the currency specified as such in the Conditions Supplement.

"**Specified Rating**", in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

(t) Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)

If this Condition 9(t) (*Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)*) is specified as applicable in the applicable Conditions Supplement, the following provisions will apply:

(i) Multiple Holder Obligation will be Not Applicable with respect to any Reference Obligation (and any Underlying Loan).

(ii) Each Reference Obligation will be an Obligation notwithstanding anything to the contrary in this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*), including but not limited to the definition of "Obligation" in Condition 23 (*Definitions*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

(iii) Each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*), including but not limited to the definition of "Deliverable Obligation" in Condition 23 (*Definitions*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

(iv) For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the Outstanding Principal Balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

(v) The "Not Subordinated" Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

(vi) *Relevant Definitions*

For the purpose of this Condition 9(t) (*Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)*):

"**Additional LPN**" means any bond issued in the form of a loan participation note (an "**LPN**") by an entity (the "**LPN Issuer**") for the sole purpose of providing funds for the LPN Issuer to (A) finance a loan to the Reference Entity (the **Underlying Loan**); or (B) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the "**Underlying Finance Instrument**"); provided that, (i) either (a) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or (b) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currency- Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

"**Additional Obligation**" means each of the obligations listed as an Additional Obligation of the Reference Entity in the Conditions Supplement or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Trade Date.

"**First Ranking Interest**" means a charge, security interest (or other type of interest having similar effect) (an "**Interest**"), which is expressed as being "first ranking", "first priority", or similar ("**First Ranking**") in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

"**LPN Reference Obligation**" means each Reference Obligation other than any Additional Obligation. For the avoidance of doubt, any change to the issuer of an LPN Reference

Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation. Each LPN Reference Obligation is issued for the sole purpose of providing funds for the Issuer to finance a loan to the Reference Entity. For the purposes of the Credit Linked Notes, each such loan shall be an Underlying Loan.

"**Reference Obligation**" means, as of the Trade Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the Conditions Supplement or set forth on the relevant LPN Reference Obligations List (each, a "**Markit Published LPN Reference Obligation**"), as published by Markit Group Limited, or any successor thereto, as of the Trade Date, any Additional LPN and each Additional Obligation. Each Reference Obligation determined in accordance with the foregoing will be a Reference Obligation notwithstanding anything to the contrary in these Conditions, and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity. Standard Reference Obligation shall be Not Applicable. The proviso in the definition of Original Non-Standard Reference Obligation shall not apply.

It is intended that there may be more than one Reference Obligation, as a result of which all applicable references in these Conditions to "the Reference Obligation" shall be construed as a reference to "a Reference Obligation" and all other provisions of these Conditions shall be construed accordingly.

The definitions of Substitute Reference Obligation and Substitution Event shall not be applicable to LPN Reference Obligations.

(u) Early redemption or exercise of Reference Obligation Only Notes following a Substitution Event

If the Notes are Reference Obligation Only Notes relating to a single Reference Entity and the event set out in paragraph (a) of the definition of Substitution Event occurs with respect to the Reference Obligation, then:

(i) interest (if any) shall cease to accrue on the Credit Linked Notes from and including the Interest Period End Date immediately preceding the relevant Substitution Event Date or, if no Interest Payment Date has occurred, no interest will accrue on the Credit Linked Notes; and

(ii) each Credit Linked Note will be redeemed by the Issuer at its relevant Reference Obligation Only Termination Amount specified in, or determined in the manner specified in, the Conditions Supplement in the Specified Currency on the Maturity Date, which for the purposes of this Condition 9(u) shall be the day falling five Business Days following the relevant Substitution Event Date.

10. Purchase

If so specified in the applicable Conditions Supplement, the Issuer may, provided that no Event of Default has occurred and is continuing, purchase Notes (or any of them) at any time and from time to time in the open market or otherwise at any price, provided that the Issuer shall not purchase any Definitive Bearer Note unless it purchases all unmatured Receipts and Coupons (if any) in respect of such definitive Note.

If the applicable Conditions Supplement does not indicate that the Issuer may purchase Notes, the Issuer may not purchase Notes.

The Issuer may, at its option, retain such Notes purchased by the Issuer pursuant to this Condition 10 (*Purchase*) for its own account and/or resell or cancel or otherwise deal with them at its discretion.

11. Taxation

Unless otherwise specified in the applicable Conditions Supplement, Condition 11(a) (*Gross-Up*) shall be deemed to apply.

(a) Gross-Up

All payments of principal and interest in respect of the Notes, the Receipts and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been

received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

(i) *Other connection:* to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with Singapore other than the mere holding of the Note, Receipt or Coupon; or

(ii) *Lawful avoidance of withholding:* to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or residence or other similar claim for exemption to any tax authority in the place where the relevant Note (or the Certificate representing it), Receipt or Coupon is presented for payment; or

(iii) *Presentation to alternative Paying Agent:* (except in the case of the Notes in registered from) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or

(iv) *Presentation more than 30 days after the Relevant Date:* presented for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day.

Notwithstanding any other provision of the Terms and Conditions, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any FATCA Withholding and any 871(m) Withholding. Neither the Issuer nor any other person shall be obliged to gross up any payments in respect of any Notes for any FATCA Withholding or 871(m) Withholding.

(b) No Gross-Up

If this Condition 11(b) (*No Gross-Up*) is specified as applicable in the applicable Issue Document, the Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Note and all payments made by the Issuer shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

12. Prescription

The Notes (whether in bearer or registered form), Receipts and Coupons will become void unless presented for payment:

(a) where English law is specified to be the governing law of the Notes, within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date; and

(b) where Singapore law is specified to be the governing law of the Notes, within a period of three years (whether in the case of principal or interest) after the Relevant Date.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 12 (*Prescription*) or Condition 4(b) (*Payments — Presentation of Definitive Bearer Notes, Receipts and Coupons*) or any Talon which would be void pursuant to Condition 4(b) (*Payments — Presentation of Definitive Bearer Notes, Receipts and Coupons*).

13. Events of Default

If any of the following events shall occur and be continuing (each an "**Event of Default**"):

(a) in the case of a Series comprising only one Class of Notes, if default is made for a period of 30 days or more in the payment of any sum due in respect of the Notes, the Receipts or the Coupons or any of them; or

(b) in the case of a Series comprising more than one Class of Notes, if default is made for a period of 30 days or more in the payment of any sum due in respect of the Notes, the Receipts or the Coupons of the most senior ranking Class of Notes then outstanding; or

(c) if any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangements; or

(d) if the Issuer fails to perform or observe any of its other obligations under the Notes and such failure continues for a period of 60 days next following the service by a Noteholder on the Issuer of notice requiring the same to be remedied,

then the holder of any Note may give written notice to the Fiscal and Paying Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together with accrued interest to the date of payment shall become immediately due and payable, unless such Event of Default shall have been remedied prior to the receipt of such notice by the Fiscal and Paying Agent.

14. Replacement of Notes, Receipts, Coupons and Talons

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may, subject to applicable laws and regulations, be replaced at the specified office of the Fiscal and Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

15. Agents

The names of the initial Agents and their initial specified offices are set out below.

The Issuer is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that, so long as any of the Notes is outstanding, the termination of the appointment of any Agent (whether by the Issuer or by the resignation of such Agent) shall not be effective unless upon the expiry of the relevant notice there is:

(i) *a Fiscal and Paying Agent and a Registrar; and*

(ii) *a Calculation Agent.*

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 4(e) (*Payments — General provisions applicable to payments*). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 15 or more than 30 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 17 (*Notices*).

In acting under the Agency Agreement the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

16. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal and Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 12 (*Prescription*).

17. Notices

All notices regarding the Bearer Notes will be deemed to be validly given if published in English in a leading English language daily newspaper of general circulation in Singapore. It is expected that such publication will be made in English in *The Straits Times of Singapore* or *The Business Times (*or any succesor publication). Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

All notices regarding the Registered Notes will be deemed to be validly given if (a) displayed on the website of the Issuer at www.dbs.com (or such other or replacement website as may be designated by the Issuer from time to time) and will be deemed to have been given on the earlier of the day that it

is first displayed on the website; or (b) sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing.

Until such time as any definitive Notes (whether Bearer or Registered Notes) are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear, Clearstream and/or CDP, be substituted for such publication in such newspaper(s) or mailing to the holders of the Notes, (i) the delivery of the relevant notice to Euroclear, Clearstream and/or (subject to the agreement of CDP) CDP for communication by them to the holders of the Notes or (ii) for so long as the Notes are listed on the SGX-ST, the publication of the relevant notice on the website of the SGX-ST at http://www.sgx.com. Any such notice shall be deemed to have been given to the holders of the Notes on (x) the day after the day on which the said notice was given to Euroclear and/or Clearstream and/or (subject to the agreement of CDP) CDP and/or (y) the date of publication of such notice on the website of the SGX-ST.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relevant Note or Notes, with the Fiscal and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Any failure to give, or non-receipt of, any notice to any Noteholder will not affect the validity or effectiveness of any such Notice or action relevant to such Notice, and shall not constitute an Event of Default. Whilst any of the Notes are represented by a Global Note cleared through a Clearing System, such notice may be given by any accountholder to the Fiscal and Paying Agent or the Registrar through Euroclear, Clearstream or CDP, as the case may be, in such manner as the Fiscal and Paying Agent, the Registrar, Euroclear and/or Clearstream and/or CDP, as the case may be, may approve for this purpose.

For so long as any Note is outstanding, if any Noteholder wishes to receive any information in respect of Notes held by it, it should contact in the first instance either the Dealer or Distributor through which it purchased the Notes or the Arranger. The address of the Arranger is set out in the section on "Corporate Information" in this Offering Circular.

18. Meetings of Noteholders; Modification, Waiver and Substitution

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Terms and Conditions. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing in the aggregate not less than 66 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented. An Extraordinary Resolution passed at any meeting of Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and, if applicable, on all Couponholders and Receiptholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 66 per cent. in principal amount of the Notes outstanding ("**Written Resolution**") shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

For so long as the Notes are in the form of a Global Note held on behalf of, or a Global Certificate registered in the name of any nominee for, one or more of Euroclear, Clearstream or another clearing system, then, in respect of any resolution proposed by the Issuer:

(i) where the terms of the proposed resolution have been notified to the Noteholders through the relevant clearing system(s), each of the Issuer and the Fiscal and Paying Agent shall be entitled to rely upon approval of such resolution proposed by the Issuer given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with the relevant clearing system(s)' operating rules and procedures by or on behalf of the holders of not less than 66 per cent. in nominal amount of the Notes outstanding ("**Electronic Consent**"). Any resolution passed in such a manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. None of the Issuer or the Fiscal and Paying Agent shall be liable or responsible for such reliance; and

(ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Issuer and the Fiscal and Paying Agent shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Fiscal

and Paying Agent, as the case may be, by accountholders in the clearing system with entitlements to such Global Note or Global Certificate or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and provided that, in each case, the Issuer and the Fiscal and Paying Agent have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, "commercially reasonable evidence" includes any certificate, written evidence or other document, sent electronically or otherwise, issued by Euroclear, Clearstream or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

Where the Notes are of a Series comprising more than one Class of Notes, an Extraordinary Resolution passed at any meeting of the holders of the most senior ranking Class of Notes shall be binding on all holders of Notes ranking junior to the Notes of such Class irrespective of the effect upon them, except that an Extraordinary Resolution to sanction a modification of the date of maturity of any Notes or which would have the effect of postponing any day for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of any Notes, altering the currency of payment of any Notes, or as the case may be, the Coupons relating thereto or altering the quorum or majority required in relation to this exception shall not take effect unless it shall have been sanctioned by an Extraordinary Resolution of the holders of each Class of Notes ranking junior to such Class.

An Extraordinary Resolution passed at any meeting of holders of any Class of Notes ranking junior to one or more Class of Notes shall not be effective for any purpose while any of the more senior ranking Class or Classes of Notes remains outstanding unless either:

(i) the Fiscal and Paying Agent is of the opinion that it would not be materially prejudicial to the interests of the Noteholders of each of the more senior ranking Class of Notes; or

(ii) it is sanctioned by an Extraordinary Resolution of the Noteholders of each of the more senior ranking Class of Notes.

The Issuer may, without the consent of the Fiscal and Paying Agent, Noteholders, Receiptholders or Couponholders, modify or amend the Terms and Conditions (except as mentioned in these Terms and Conditions) which, in the Issuer's sole discretion:

(i) is required to comply with any mandatory provisions of law;

(ii) is of a formal, minor or technical nature;

(iii) is made to cure a manifest or proven error;

(iv) is made to cure any ambiguity, or is made to correct or supplement any defective provisions of the Terms and Conditions;

(v) is made to correct an error or mission, such that, in the absence of such correction, the Terms and Conditions would not otherwise represent the intended terms of the Notes on which the Notes were sold and have since traded; or

(vi) will not materially and adversely affect the interests of the Noteholders, the Receiptholders and Couponholders.

Any such modification, waiver, authorisation or substitution shall be binding on all Noteholders, Receiptholders and, if applicable, all Couponholders and any such modification, waiver, authorisation or substitution shall be notified to the Noteholders by the Issuer in accordance with Condition 17

(*Notices*) as soon as practicable thereafter (but failure to give such notice, or non-receipt thereof, shall not affect the validity of such modification, waiver, authorisation or substitution).

19. Further Issues

The Issuer shall be at liberty from time to time, without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further bonds, notes or other securities either (i) so as to be consolidated and form a single Series with the existing Notes of any Class or (ii) upon such terms as to interest, premium, redemption and otherwise as the Issuer may, in its absolute discretion, at the time of the issue thereof determine. Any such bonds, notes or other securities shall be constituted in accordance with the Agency Agreement.

20. Governing Law and Submission to Jurisdiction

(a) Governing law

The Programme Agreement, the Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, Singapore law. The Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons are governed by, and shall be construed in accordance with, either English or Singapore law, as may be specified in the applicable Conditions Supplement.

(b) Submission to jurisdiction

The Issuer agrees, for the exclusive benefit of the Noteholders, the Receiptholders and the Couponholders, that the courts of England (if English law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) or Singapore (if Singapore law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes, the Receipts and/or the Coupons and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Notes, the Receipts and the Coupons may be brought in such courts.

The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in either the English Courts (if English law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) or the Singapore courts (if Singapore law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition 20 (*Governing Law and Submission to Jurisdiction*) shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

21. Third Party Rights

(a) Where Singapore law is specified to be the governing law of the Notes, Receipts and Coupons in the Conditions Supplement, no person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 2001 of Singapore, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

(b) Where English law is specified to be the governing law of the Notes, Receipts and Coupons in the Conditions Supplement, no person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

22. Headings

Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

23. Definitions

In these Terms and Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

General Definitions

"**Affiliate**" means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person, or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"**Alternate Currency**" means the currency specified as such in the applicable Conditions Supplement.

"**Asset Amount**" has the meaning given in the applicable Conditions Supplement.

"**Asset Transfer Notice**" means, unless otherwise specified in the applicable Conditions Supplement, a duly completed asset transfer notice substantially in the form set out in the Agency Agreement.

"**Banking Event**" means a declaration of a banking moratorium or any suspension, waiver, deferral or repudiation of payments by banks with respect to indebtedness or deposits in the Relevant Jurisdiction; the imposition by any Governmental Authority of any moratorium on or any suspension, waiver, deferral, repudiation or required rescheduling of, or the required approval of, the payment of any amount of principal, interest or other amount of indebtedness of banks, or restriction on withdrawal of any deposited funds from banks, in the Relevant Jurisdiction; any general disruption in the bank payments system in the Relevant Jurisdiction which prevents banks from receiving or paying in the Settlement Currency or the Alternate Currency; or any condition created by or resulting from any action or failure to act by a Governmental Authority which, in the opinion of the Calculation Agent, has an analogous effect.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Business Centre(s) specified in the applicable Conditions Supplement.

"**Business Day Convention**" means, if specified in the applicable Conditions Supplement and (x) there is no numerically corresponding day on the calendar month in which any relevant date should occur or (y) if any relevant date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(a) the "**Following Business Day Convention**", such relevant date shall be postponed to the next day which is a Business Day; or

(b) the "**Modified Following Business Day Convention**", such relevant date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such relevant date shall be brought forward to the immediately preceding Business Day; or

(c) the "**Preceding Business Day Convention**", such relevant date shall be brought forward to the immediately preceding Business Day.

If the Business Day Convention is not specified in the applicable Conditions Supplement, it shall be deemed to be the Following Business Day Convention.

"**Commodity Linked Interest Note**" means a Linked Interest Note where the interest payable is linked to a specified commodity or basket of commodities.

"**Commodity Linked Redemption Note**" means a Linked Redemption Note where the amount payable upon redemption is linked to a specified commodity or basket of commodities.

"**Coupons**" mean interest coupons which are attached to interest bearing Definitive Bearer Notes (unless otherwise indicated in the applicable Conditions Supplement).

"**Credit Linked Note**" means a Credit Linked Interest Note, a Credit Linked Redemption Note or a combination of the foregoing. In the case where a Credit Linked Note is a Credit Linked Interest Note only, the credit-linked redemption provisions in these Terms and Conditions shall not apply to it. In the case where a Credit Linked Note is a Credit Linked Redemption Note only, the credit-linked interest provisions in these Terms and Conditions shall not apply to it.

"**Credit Linked Interest Note**" means a Linked Interest Note where the interest payable is linked to the credit of a specified reference entity or reference entities.

"**Credit Linked Redemption Note**" means a Linked Redemption Note where the amount payable upon redemption is linked to the credit of a specified reference entity or reference entities.

"**Currency Event**" means the occurrence of any event or existence of any condition (including without limitation, any such event or condition that occurs as a result of the enactment, promulgation, execution, ratification, interpretation or application of, or any change in or amendment to, any law, rule or regulation by any Governmental Authority) that generally makes it impossible, illegal or impracticable, or materially hinders the ability of a non-resident of the Relevant Jurisdiction, (a) to convert the Settlement Currency into the Alternate Currency or *vice versa* through customary legal channels; or (b) to effect currency transactions on terms as favourable as those available to residents of the Relevant Jurisdiction; or (c) to transfer any funds (i) from accounts inside the Relevant Jurisdiction to accounts outside the Relevant Jurisdiction; or (ii) between accounts inside the Relevant Jurisdiction, except to the extent of any such restrictions or conditions already in force and applicable to non-residents of the Relevant Jurisdiction as of the Issue Date.

"**Currency Hedging Disruption Event**" means the Issuer is either (a) unable, after using commercially reasonable efforts, or (b) would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency risk (or any other relevant risk including, but not limited to, interest rate risk) of entering into and performing its obligations with respect to the Notes, or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of such transaction(s) or asset(s).

"**Currency Linked Interest Note**" means a Linked Interest Note where the interest payable is linked to a specified currency or basket of currencies.

"**Currency Linked Redemption Note**" means a Linked Redemption Note where the amount payable upon redemption is linked to a specified currency or basket of currencies.

"**Cut-Off Date**" means the date specified as such in the applicable Conditions Supplement.

"**Day Count Fraction**" means:

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

(b) if" **Actual/365 (Fixed)**" is specified in the applicable Conditions Supplement, the actual number of days in the Interest Period divided by 365;

(c) if "**Actual/360**" is specified in the applicable Conditions Supplement, the actual number of days in the Interest Period divided by 360;

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number is 31 and D_1 is greater than 29, in which case D_2 will be 30;

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number is 31, in which case D_2 will be 30;

(f) if "**30E/360 (ISDA)**" is specified in the applicable Conditions Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where

"**Y_1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number is 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number is 31, in which case D_2 will be 30;

"**Delivery Expenses**" means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Asset Amount. The Calculation Agent shall determine in good faith acting in a commercially reasonable manner the amount of any Delivery Expenses and give notice of such amount to the Noteholders as soon as practicable after its determination in accordance with Condition 17 (*Notices*).

"**Early Redemption Amount**" means unless otherwise specified in the applicable Conditions Supplement:

(a) in relation to a Note (other than a Zero Coupon Note but including an Instalment Note), the fair market value of each Note on such day as shall be selected by the Calculation Agent in good faith acting in a commercially reasonable manner, adjusted downward to take account fully for any

Hedging Costs, all as determined by the Calculation Agent in good faith acting in a commercially reasonable manner; and

(b) in relation to a Zero Coupon Note, an amount (the "**Amortised Face Amount**") calculated in accordance with the following formula:

$$RP \times (1 + AY)^{y}$$

where:

RP means the Reference Amount (as specified in the applicable Conditions Supplement);

AY means the Accrual Yield (as specified in the applicable Conditions Supplement) expressed as a decimal; and

y is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360.

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as may be amended from time to time.

"**Equity Linked Note**" means an Equity Linked Interest Note, an Equity Linked Redemption Note or a combination of the foregoing. In the case where an Equity Linked Note is an Equity Linked Interest Note only, the equity-linked redemption provisions in these Terms and Conditions shall not apply to it. In the case where an Equity Linked Note is an Equity Linked Redemption Note only, the equity-linked interest provisions in these Terms and Conditions shall not apply to it.

"**Equity Linked Interest Note**" means a Linked Interest Note where the interest payable is linked to an Underlying Equity or basket of Underlying Equities.

"**Equity Linked Redemption Note**" means a Linked Redemption Note where the amount payable upon redemption is linked to an Underlying Equity or basket of Underlying Equities.

"**Final Redemption Amount**" means, in respect of each Note, an amount in the Specified Currency equal to the Specified Denomination or as specified or determined in the manner described in the applicable Conditions Supplement.

"**Fixed Rate Note**" means a Note where the interest payable is linked to a fixed rate.

"**Floating Rate Note**" means a Note where the interest payable is linked to a floating or variable rate.

"**Governmental Authority**" means any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Relevant Jurisdiction.

"**Governmental Event**" means expropriation, confiscation, freezing, requisition, nationalisation or other action by any Governmental Authority, which directly or indirectly deprives any person or entity of any of its assets (including rights to receive payments) in the Relevant Jurisdiction.

"**Hedging Costs**" means the losses, expenses and costs (if any), including any loss of bargain or cost of funding to the Issuer and/or any Affiliate of unwinding, terminating, liquidating, adjusting, obtaining, replacing or re-establishing any underlying or related hedging arrangements (including but not limited to any options or selling or otherwise realising any instruments of any type whatsoever which the Issuer and/or any of its Affiliates may hold as part of such hedging arrangements), all as determined by the Calculation Agent in good faith acting in a commercially reasonable manner.

"**Higher Redemption Amount**" means an amount described in Condition 5(c) (*Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*), as the case may be.

"**Illegality**" means the Issuer determines in good faith in its sole and absolute discretion that the performance of its obligations under the Notes has become illegal in whole or in part for any reason.

"**Index Linked Note**" means an Index Linked Interest Note, an Index Linked Redemption Note or a combination of the foregoing. In the case where an Index Linked Note is an Index Linked Interest Note only, the index-linked redemption provisions in these Terms and Conditions shall not apply to it. In the case

where an Index Linked Note is an Index Linked Redemption Note only, the index-linked interest provisions in these Terms and Conditions shall not apply to it.

"**Index Linked Interest Note**" means a Linked Interest Note where the interest payable is linked to an Index or basket of Indices.

"**Index Linked Redemption Note**" means a Linked Redemption Note where the amount payable upon redemption is linked to an Index or basket of Indices.

"**Instalment Note**" means a Note the principal amount of which is repayable by instalments.

"**Interest Amount**" means an amount described in Condition 3(e) (*Calculations*).

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified in the applicable Conditions Supplement.

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date specified as such in the applicable Conditions Supplement.

"**Interest Payment Date**" means the date(s) specified in the applicable Conditions Supplement on which interest on the applicable Notes is payable.

"**Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period End Date and each successive period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next succeeding Interest Period End Date.

"**Interest Period End Date**" means each Interest Payment Date unless otherwise specified in the applicable Conditions Supplement.

"**Interest Rate Linked Interest Note**" means a Linked Interest Note where the interest payable is linked to an interest rate or basket of interest rates.

"**Interest Rate Linked Redemption Note**" means a Linked Redemption Note where the amount payable upon redemption is linked to an interest rate or basket of interest rates.

"**Intervening Period**" means such period of time as any person other than the relevant Noteholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Asset Amount.

"**ISDA**" means the International Swaps and Derivatives Association, Inc.

"**ISDA Definitions**" means the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA, (as may be updated, amended or supplemented from time to time), as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the applicable Conditions Supplement), unless otherwise specified in the applicable Conditions Supplement.

"**Linked Interest Note**" means a Commodity Linked Interest Note, a Credit Linked Interest Note, a Currency Linked Interest Note, an Equity Linked Interest Note, an Index Linked Interest Note, an Interest Rate Linked Interest Note, a Note where the interest payable is linked to any other asset or a combination of any of the foregoing, depending upon the Interest Basis as specified in the applicable Conditions Supplement.

"**Linked Redemption Note**" means a Commodity Linked Redemption Note, a Credit Linked Redemption Note, a Currency Linked Redemption Note, an Equity Linked Redemption Note, an Index Linked Redemption Note, an Interest Rate Linked Redemption Note, a Note where the amount payable upon redemption is linked to any other asset or a combination of any of the foregoing, depending upon the Redemption Basis as specified in the applicable Conditions Supplement.

"**Minimum Redemption Amount**" means an amount described in Condition 5(c) *(Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) as the case may be.

"**Payment Day**" means any day which (subject to Condition 12 (*Prescription*)) is a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in:

(a) any Financial Centre specified in the applicable Conditions Supplement; and

(b) in relation to any sum payable in euro, also a Target Business Day.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of any Note and that is either specified or calculated in accordance with the Terms and Conditions and/or in the applicable Conditions Supplement.

"**Reference Banks**" means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified in the applicable Conditions Supplement.

"**Reference Rate**" means the rate specified as such in the applicable Conditions Supplement.

"**Relevant Date**" means, in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

"**Relevant Jurisdictions**" means (a) for purposes of the definition of "Local Taxes", the jurisdiction(s) in which the relevant Equity Issuer and the relevant Exchange are located, and (b) for all other purposes, the jurisdiction(s) specified in the applicable Conditions Supplement.

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Conditions Supplement.

"**Settlement Currency**" means the currency specified as such in the applicable Conditions Supplement.

"**Specified Currency**" means the currency specified as such in the applicable Conditions Supplement or, if none is specified, the currency in which the Notes are denominated.

"**Target Business Day**" means a day on which T2 is open for the settlement of payments in euro.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor or replacement for that system thereto.

"**Zero Coupon Note**" means a Note issued on a non-interest bearing basis.

Definitions applicable to Equity Linked Notes

"**Change in Law**" means that, on or after the Issue Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law); or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it has, or it will, or there is a substantial likelihood that it will, within 30 calendar days but on or prior to the Maturity Date, or any other date on which such Notes will be redeemed, as is applicable to the Notes, become illegal for the Issuer and/or any of its Affiliates to hold, acquire or dispose of any relevant Underlying Equity or Hedge Positions relating to the Notes.

"**Delisting**" means, in respect of any Underlying Equity, that the Exchange announces that pursuant to the rules of such Exchange such Underlying Equity ceases (or will cease), to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union). It will also constitute a Delisting if the Exchange is located in the United States and the Underlying Equity is not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors); if the Underlying Equity is immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.

"**Disruption Cash Settlement Price**" means, unless otherwise specified in the applicable Conditions Supplement, an amount equal to the fair market value of the relevant Note (but not taking into account any interest accrued on such Note as such interest, if any, shall be paid pursuant to Conditions 3 (*Interest*) and 4 (*Payments*)) on such day as shall be selected by the Calculation Agent in good faith acting in a commercially reasonable manner, provided that such day is not more than 15 days before the date that the Election Notice is given as provided above, and, if Adjustment for Hedging Costs is specified as applicable in the applicable Conditions Supplement, adjusted downward to take account fully for any Hedging Costs, all as calculated by the Calculation Agent in good faith acting in a commercially reasonable manner.

"**Disrupted Day**" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred.

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day; and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

"**Equity Clearance System**" means the principal domestic clearance system customarily used for settling trades in the relevant Underlying Equity or such other clearance system as determined by the Calculation Agent.

"**Equity Clearance System Business Day**" means, in respect of an Equity Clearance System, any day on which such Equity Clearance System is (or but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"**Equity Issuer**" means the issuer of the Underlying Equity.

"**Exchange**" means, in respect of an Underlying Equity, each exchange or quotation system specified as such for such Underlying Equity in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Exchange).

"**Exchange Business Day**" means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"**Exchange Disruption**" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (a) to effect transactions in, or obtain market values for, an Underlying Equity on the Exchange, or (b) to effect transactions in, or obtain market values for, futures or options contracts relating to an Underlying Equity on any relevant Related Exchange.

"**Extraordinary Event**" means a Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency, Insolvency Filing, Banking Event, Currency Event, Change in Law, Increased Cost of Hedging, Loss of Stock Borrow, Increased Cost of Stock Borrow, Hedging Disruption and Extraordinary Fund Event.

"**Extraordinary Fund Event**" means, in respect of relevant Units, the occurrence of (a) a Termination; or (b) the suspension or cancellation of any right conferred by the Fund Documents on investors to require redemption of their Units; or (c) the liquidation, bankruptcy, insolvency, dissolution or winding- up of the trustee or administrator or similar person with primary administrative responsibilities in respect of the relevant Equity Issuer (including any successor appointed from time to time) (the "**Trustee**") or of the manager or adviser or similar person appointed to provide discretionary or non- discretionary investment management or advisory services to the relevant Equity Issuer (including any successor appointed from time to time) (the "**Manager**"); or (d) the appointment of a liquidator, receiver, administrator or conservator or analogous person under any applicable law in respect of the whole or substantially the whole of the undertaking, property or assets of the relevant Equity Issuer held by the Trustee; or (e) any event or circumstance analogous to any of the foregoing events or circumstances as determined by the Calculation Agent. For the purpose hereof, "**Termination**" means (i) the relevant Equity Issuer is terminated, or the Trustee or the Manager is required to terminate the relevant Equity Issuer under the Fund Documents or applicable law, or the termination of the relevant Equity Issuer commences; (ii) the relevant Equity Issuer is held or is conceded by the Trustee or the Manager not to have been constituted or to have been imperfectly constituted; (iii) the Trustee ceases to be authorised under the relevant Equity Issuer to hold the property of the relevant Equity Issuer in its name and to perform its obligations under the Fund Documents; (iv) the cancellation, suspension or revocation of the registration or approval of such Units or the relevant Equity Issuer by any Governmental Authority over such Units or Equity Issuer; or (v) the relevant Equity Issuer or its Trustee or Manager becomes subject to any investigation, proceeding or litigation by any relevant Governmental Authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Equity Issuer, Trustee or Manager.

"**Fund Documents**" means, in respect of relevant Units, the trust deed or other constitutive and governing documents constituting the relevant Equity Issuer, subscription agreements, management

agreements and other agreements of the relevant Equity Issuer specifying the terms and conditions relating to such Units, as amended from time to time.

"**Hedge Positions**" means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in any relevant Underlying Equity, securities, options, futures, derivatives or foreign exchange, (ii) securities loan or borrowing transactions, or (iii) other instruments or arrangements (howsoever described) by the Issuer or an Affiliate thereof in order to hedge, individually or on a portfolio basis, the Notes.

"**Hedging Disruption**" means that the Issuer is unable or it is impractical for the Issuer, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets it deems necessary or appropriate to hedge the price risk relating to any Underlying Equity (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes; or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any such transactions or assets or Hedge Positions or the Notes between accounts within the jurisdiction of the Hedge Positions (the "**Affected Jurisdiction**") or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction, including without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the relevant Equity Issuer on any investor's ability to redeem relevant Units, in whole or in part, or any existing or new investor's ability to make new or additional investments in relevant Units; or (B) any mandatory redemption, in whole or in part, of relevant Units imposed by the relevant Equity Issuer (in each case, other than any restriction in existence on the Issue Date).

"**Increased Cost of Hedging**" means the Issuer will incur a materially increased cost (as compared with the circumstances existing on the Issue Date), which may be due to, without limitation, any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position, to:

(a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of the Issuer performing its obligations with respect to or in connection with the Notes; or

(b) realise, recover, receive, repatriate, remit or transfer out of or into the relevant jurisdiction the proceeds of or any amounts in connection with any such transaction(s) or asset(s).

"**Increased Cost of Stock Borrow**" means that the Issuer would incur a rate to borrow Shares or Units in respect of such Transaction that is greater than the Initial Stock Loan Rate.

For the purpose of this definition,

"**Initial Stock Loan Rate**" means the percentage specified in the applicable Conditions Supplement.

"**Insolvency**" means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting an Equity Issuer (a) all the Underlying Equities of that Equity Issuer are required to be transferred to a trustee, liquidator or other similar official; or (b) holders of the Underlying Equities of that Equity Issuer become legally prohibited from transferring them.

"**Insolvency Filing**" means that the Equity Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Equity Issuer shall not be deemed an Insolvency Filing.

"**Local Taxes**" means taxes, duties and similar charges imposed by the taxing authority of the Relevant Jurisdictions

"**Loss of Stock Borrow**" means that the Issuer is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) Underlying Equity with respect to the Notes in an amount equal to the Hedging Shares (not to exceed the number of Underlying Equity underlying the Notes) at a rate equal to or less than the Maximum Stock Loan Rate.

For the purpose of this definition,

"**Hedging Shares**" means the number of Shares or Units that the Issuer deems necessary to hedge the equity price risk of entering into and performing its obligations with respect to the Notes.

"**Maximum Stock Loan Rate**" means the percentage specified in the applicable Conditions Supplement.

"**Market Disruption Event**" means the occurrence or existence of (a) a Trading Disruption, or (b) an Exchange Disruption, which in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure.

"**Merger Date**" means, the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

"**Merger Event**" means, in respect of any relevant Underlying Equity, any (i) reclassification or change of such Underlying Equity that results in a transfer of or an irrevocable commitment to transfer all of such Underlying Equity outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in a reclassification or change of all of such Underlying Equity outstanding, (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Underlying Equity of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Underlying Equity (other than such Underlying Equity owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Underlying Equity outstanding but results in the outstanding Underlying Equity (other than Underlying Equity owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Underlying Equity immediately following such event, in each case if the Merger Date is on or before the Valuation Date or, if the Notes are to be redeemed by delivery of Underlying Equity, the Maturity Date.

"**Multiplier**" means the percentage or amount specified as such in the applicable Conditions Supplement.

"**Nationalisation**" means that all the Underlying Equity or all or substantially all the assets of an Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any Governmental Authority.

"**Potential Adjustment Event**" means any of the following:

(a) a subdivision, consolidation or reclassification of relevant Shares or relevant Units (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares or Units to existing holders by way of bonus, capitalisation or similar issue;

(b) a distribution, issue or dividend to existing holders of relevant Shares or relevant Units of

(i) additional Shares or Units; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Equity Issuer, equally or proportionately with such payments to holders of such Shares or Units; or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction; or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

(c) an extraordinary dividend or distribution as determined by the Calculation Agent;

(d) a call by the Equity Issuer in respect of relevant Shares or relevant Units that are not fully paid;

(e) a repurchase by the Equity Issuer or any of its subsidiaries of relevant Shares, or by the Trustee or Manager of the Equity Issuer of relevant Units (other than in respect of a redemption of Units initiated by an investor in such Units that is consistent with the Fund Documents), whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

(f) in respect of relevant Shares, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the relevant Equity Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

(g) any event in respect of relevant Shares or relevant Units analogous to any of the foregoing events or any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares or relevant Units, in each case, as determined by the Calculation Agent.

"**Reference Price**" means the Reference Price as specified in the applicable Conditions Supplement, or if no such price is specified in the applicable Conditions Supplement:

(a) where the Notes are specified in the applicable Conditions Supplement to relate to a single Underlying Equity, the price at the Valuation Time on the Valuation Date of the Underlying Equity quoted on the relevant Exchange without regard to any subsequently published correction as determined by or on behalf of the Calculation Agent or if, in the opinion of the Calculation Agent, no such price (or, as the case may be, no such official closing price) can be determined at such time and, if Disrupted Day is specified as applying in the applicable Conditions Supplement and the Valuation Date is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the fair market buying price at the Valuation Time on the Valuation Date and the fair market selling price at the Valuation Time on the Valuation Date for the Underlying Equity based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide). The amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Conditions Supplement, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price; or

(b) where the Notes are specified in the applicable Conditions Supplement to relate to a Basket of Underlying Equities, an amount equal to the sum of the values calculated for each Underlying Equity at the price at the Valuation Time on the Valuation Date of the Underlying Equity quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or if, in the opinion of the Calculation Agent, no such price (or, as the case may be, no such official closing price) can be determined at such time and, if Disrupted Day is specified as applying in the applicable Conditions Supplement, and the Valuation Date is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the fair market buying price at the Valuation Time on the Valuation Date and the fair market selling price at the Valuation Time on the Valuation Date for the Underlying Equity based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide) multiplied by the relevant Multiplier. Each value determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Conditions Supplement, into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.

"**Related Exchange**" means, in relation to an Underlying Equity, each exchange or quotation system specified as such in relation to such Underlying Equity in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, where All Exchanges is specified as the Related Exchange in the applicable Conditions Supplement, "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Underlying Equity.

"**Relevant Asset**" means the assets specified as such in the applicable Conditions Supplement.

"**Scheduled Closing Time**" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"**Scheduled Trading Day**" means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

"**Scheduled Valuation Date**" means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

"**Settlement Cycle**" means the period of Equity Clearance System Business Days following a trade in the relevant Underlying Equity on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

"**Settlement Disruption Event**" means an event beyond the control of the Issuer, as a result of which, in the opinion of the Calculation Agent, delivery of the Asset Amount by or on behalf of the Issuer in accordance with these Terms and Conditions and/or the applicable Conditions Supplement is not practicable.

"**Share**" has the meaning given to it in the definition of Underlying Equity in this Condition and in the applicable Conditions Supplement.

"**Strike Price**" means, in respect of an Equity Linked Note, the level or number specified as such in the applicable Conditions Supplement.

"**Tender Offer**" means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Equity Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

"**Trading Disruption**" means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to an Underlying Equity on the Exchange, or (b) in futures or options contracts relating to an Underlying Equity on any relevant Related Exchange.

"**Underlying Equity**" means, subject to adjustment in accordance with Condition 7(c) (*Adjustments for Underlying Equities*), the share or security ("**Share**") or unit in a unit trust or notional unit of account of ownership in a fund, collective investment scheme, pooled investment vehicle or the like (**Unit**) specified as such in the applicable Conditions Supplement.

"**Underlying Equities**" means a basket comprising more than one Underlying Equity, and related expressions shall be construed accordingly.

"**Unit**" has the meaning given to it in the definition of Underlying Equity in this Condition and in the applicable Conditions Supplement.

"**Valuation Date**" means the date specified as such and/or any date on which the closing price or closing level or any other relevant price or level or any other relevant determination in respect of the Underlying Equity is to be determined or made.

"**Valuation Time**" means the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to the Underlying Equity to be valued (or, if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session), or such other time as may be specified in the applicable Conditions Supplement.

Definitions applicable to Index Linked Notes

"**Change in Law**" means that, on or after the Issue Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law); or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that it has, or it will, or there is a substantial likelihood that it will, within the next 30 calendar days but on or prior to the Maturity Date, or any other date on which the Notes will be redeemed, as is applicable to the Notes, become illegal for the Issuer and/or any of its Affiliates to hold, acquire or dispose of any relevant Index Component or Hedge Positions relating to the Notes.

"**Component Clearance System**" means, in respect of an Index Component, the principal domestic clearance system customarily used for settling trades in the relevant Index Component or such other clearance system as determined by the Calculation Agent.

"**Component Clearance System Business Day**" means, in respect of a Component Clearance System, any day on which such Component Clearance System is (or but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"**Disrupted Day**" means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; *provided that* in respect of a Multiple Exchange Index, it shall mean any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

"**Early Closure**" means the closure on any Exchange Business Day of the relevant Exchange (or in the case of an Index, any relevant Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Index) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day; and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; *provided that* in respect of a Multiple Exchange Index, it shall mean the closure on any Exchange Business Day of the Exchange in respect of any Index Component or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

"**Exchange**" means, in respect of an Index (other than a Multiple Exchange Index), each exchange or quotation system specified as such for such Index in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Index Components underlying such Index has temporarily relocated (*provided that* the Calculation Agent has determined that there is comparable liquidity relative to the Index Components underlying such Index on such temporary substitute exchange or quotation system as on the original Exchange); or in respect of a Multiple Exchange Index, for each Index Component underlying that Multiple Exchange Index, the stock exchange or quotation system on which that Index Component is principally traded, as determined by the Calculation Agent, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in such Index Component has temporarily relocated (*provided that* the Calculation Agent has determined that there is comparable liquidity relative to such Index Component on such temporary substitute exchange or quotation system as on the original Exchange).

"**Exchange Business Day**" means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; *provided that* in respect of a Multiple Exchange Index, it shall mean any Scheduled Trading Day on which the Index Sponsor publishes the level of the Index; and the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

"**Exchange Disruption**" means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (a) to effect transactions in, or obtain market values for, an Index on any relevant Exchange(s) in Index Components that comprise 20 per cent. or more of the level of the relevant Index, or (b) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; *provided that* in respect of a Multiple Exchange Index, it shall mean any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (i) any Index Component on the Exchange in respect of such Index Component; or (ii) in futures or options contracts relating to that Index on the Related Exchange.

"**Hedge Positions**" means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in any relevant Index Component, securities, options, futures, derivatives or foreign exchange, (ii) securities loan or borrowing transactions, or (iii) other instruments or arrangements (howsoever described) by the Issuer or an Affiliate thereof in order to hedge, individually or on a portfolio basis, the Notes.

"**Hedging Disruption**" means that the Issuer is unable or it is impractical for the Issuer, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets it deems necessary or appropriate to hedge the price risk relating to any Index (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes; or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any such transactions or assets or Hedge Positions or the Notes between accounts within the jurisdiction of the Hedge Positions (the "**Affected Jurisdiction**") or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction.

"**Increased Cost of Hedging**" means the Issuer will incur a materially increased cost (as compared with the circumstances existing on the Issue Date), which may be due to, without limitation, any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position, to:

(a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk of the Issuer performing its obligations with respect to or in connection with the Notes; or

(b) realise, recover, receive, repatriate, remit or transfer out of or into the relevant jurisdiction the proceeds of or any amounts in connection with any such transaction(s) or asset(s).

"**Index**" and "**Indices**" mean, subject to adjustment in accordance with Condition 8(b) (*Adjustments for Indices*), the index or indices specified in the applicable Conditions Supplement and related expressions shall be construed accordingly.

"**Index Components**" means, in relation to an Index, the shares, securities, commodities, bonds, property, currency exchange rates, contracts or other matters (including other indices) by reference to which the level of that Index is from time to time calculated.

"**Index Sponsor**" means the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (ii) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day.

"**Market Disruption Event**" means the occurrence or existence of (a) a Trading Disruption, or (b) an Exchange Disruption, which in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure. For the purposes of determining whether a Market Disruption Event exists in respect of an Index at any time, if a Market Disruption Event occurs in respect of an Index Component at that time, then the relevant percentage contribution of that Index Component to the level of that Index shall be based on a comparison of (i) the portion of the level of that Index attributable to that Index Component to (ii) the overall level of that Index, in each case immediately before the occurrence of such Market Disruption Event; *provided that* in respect of a Multiple Exchange Index, it shall mean either:

(a) (A) the occurrence or existence, in respect of any Index Component, of:

(1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Index Component is principally traded;

(2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Index Component is principally traded; or

(3) an Early Closure; and

(B) the aggregate of all Index Components in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of that Index; or

(b) the occurrence or existence, in respect of futures or options contracts relating to that Index, of (A) a Trading Disruption; (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (C) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multiple Exchange Index at any time, if a Market Disruption Event occurs in respect of an Index Component at that time, then the relevant percentage contribution of that Index Component to the level of that Index shall be based on a comparison of (i) the portion of the level of that Index attributable to that Index Component to (ii) the overall level of that Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

"**Multiple Exchange Index**" means an Index whose Index Components are traded on more than one Exchange.

"**Multiplier**" means the percentage or amount specified as such in the applicable Conditions Supplement.

"**Reference Price**" means the Reference Price as specified in the applicable Conditions Supplement, or if no such price is specified in the applicable Conditions Supplement:

(a) where the Notes are specified in the applicable Conditions Supplement to relate to a single Index, an amount (which shall be deemed to be an amount of the Specified Currency on the same basis as the Strike Price) equal to the official closing level of the Index as determined by the Calculation Agent (or if a Valuation Time other than the Scheduled Closing Time is specified in the applicable

Conditions Supplement, the level of the Index determined by the Calculation Agent at such Valuation Time) on the Valuation Date, without regard to any subsequently published correction; or

(b) where the Notes are specified in the applicable Conditions Supplement to relate to a Basket of Indices, an amount (which shall be deemed to be an amount of the Specified Currency on the same basis as the Strike Price) equal to the sum of the values calculated for each Index as the official closing level of each Index as determined by the Calculation Agent (or if a Valuation Time other than the Scheduled Closing Time is specified in the applicable Conditions Supplement, the level of each Index determined by the Calculation Agent at such Valuation Time) on the Valuation Date, without regard to any subsequently published correction, multiplied by the relevant Multiplier specified in the applicable Conditions Supplement.

"**Related Exchange**" means, in relation to an Index, each exchange or quotation system specified as such in relation to such Index in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, where All Exchanges is specified as the Related Exchange in the applicable Conditions Supplement, "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

"**Scheduled Closing Time**" means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours.

"**Scheduled Trading Day**" means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; *provided that* in respect of a Multiple Exchange Index, it shall mean any day on which the Index Sponsor is scheduled to publish the level of that Index; and the Related Exchange is scheduled to be open for trading for its regular trading session.

"**Settlement Cycle**" means the period of Component Clearance System Business Days following a trade in the relevant Index Component on the Exchange in which settlement will customarily occur according to the rules of such Exchange (or, if there are multiple Exchanges in respect of an Index, the longest such period).

"**Strike Price**" means, in respect of an Index Linked Note, the level or number specified as such in the applicable Conditions Supplement.

"**Trading Disruption**" means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to an Index on any relevant Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Index), or (b) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; *provided that* in respect of a Multiple Exchange Index, it shall mean any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to any Index Component on the Exchange in respect of such Index Component; or (ii) in futures or options contracts relating to that Index on the Related Exchange.

"**Valuation Date**" means the date specified as such and/or any date on which the closing price or closing level or any other relevant price or level or any other relevant determination in respect of the Index is to be determined or made.

"**Valuation Time**" means the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to the Index to be valued (or, if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session), or such other time as may be specified in the applicable Conditions Supplement; *provided that* in respect of an Index which is a Multiple Exchange Index, it shall mean (a) for the purposes of determining whether a Market Disruption Event has occurred (i) in respect of any Index Component, the Scheduled Closing Time on the Exchange in respect of such Index Component, and (ii) in respect of any options contracts or futures contracts on that Index, the close of trading on the Related Exchange; and (b) in all other circumstances, the time at which the official closing level of that Index is calculated and published by the Index Sponsor.

Definitions applicable to Credit Linked Notes

For the purposes of Condition 9 (*Credit Linked Notes*) only, the following terms shall have the meanings set out below:

"**Accrued Interest**" means for the purpose of these Conditions:

(a) in respect of any Notes for which Physical Settlement is specified to be the Settlement Method in the Conditions Supplement (or for which Physical Settlement is applicable as the Fallback Settlement Method in accordance with Condition 9(d)), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless Include Accrued Interest is specified in the Conditions Supplement, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest (as the Calculation Agent shall determine in its reasonable discretion);

(b) in respect of any Notes for which Cash Settlement is specified to be the applicable Settlement Method in the Conditions Supplement (or for which Cash Settlement is applicable as the Fallback Settlement Method in accordance with Condition 9(d)*(Auction Settlement)*, and:

  (i) Include Accrued Interest is specified in the Conditions Supplement, the Outstanding Principal Balance of the Reference Obligation shall include accrued but unpaid interest;

  (ii) Exclude Accrued Interest is specified in the Conditions Supplement, the Outstanding Principal Balance of the Reference Obligation shall not include accrued but unpaid interest; or

  (iii) neither Include Accrued Interest nor Exclude Accrued Interest is specified in the Conditions Supplement, the Calculation Agent shall determine, based on the then current market practice in the market of the Reference Obligation whether the Outstanding Principal Balance of the Reference Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or

(c) if Condition 9(n) (*Partial Cash Settlement*) applies, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation, Undeliverable Loan Obligation, Unassignable Obligation or Hedge Disruption Obligation (as applicable), whether such Quotations shall include or exclude accrued but unpaid interest.

"**Additional EDD Interest Amount**" means an amount in the Specified Currency determined by the Calculation Agent in respect of each Calculation Amount per Note equal to each Interest Amount that would have been payable per Calculation Amount, but for the operation of Condition 3(c) (*Accrual of Interest*) and Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/ Interest Payment Date Extension*) and the original determination of the Event Determination Date, on each Interest Payment Date falling after the date originally determined to be the Event Determination Date, to and including the Interest Recommencement Date.

"**Additional Reference Entity**" has the meaning given in Condition 9(k)(x) (*Succession*).

"**Affiliate**" means, in relation to any entity (the "**First Entity**"), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes "**control**" means ownership of a majority of the voting power of an entity.

"**Aggregate Nominal Amount**" means, on the Issue Date, the aggregate principal amount of the Notes of such Series specified in the applicable Conditions Supplement and on any date thereafter the aggregate principal amount of the Notes of such Series outstanding on such date (taking into account the aggregate principal amount of the Notes of such Series on the Issue Date and any amortisations, partial redemptions or further issues of the Notes of such Series on or prior to such date).

"**Applicable Percentage**" means in respect of a redemption of a Note and a Credit Event:

(a) if the Credit Event is not a M(M)R Restructuring, 100 per cent.; or

(b) if the Credit Event is a M(M)R Restructuring, an amount (expressed as a percentage) equal to the Exercise Amount specified in the relevant Credit Event Notice relating to the relevant Reference Entity and Credit Event divided by the Aggregate Nominal Amount or Reference Entity Nominal Amount (as applicable) of the Notes outstanding as at the related Event Determination Date.

"**Asset**" means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid

or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

"**Asset Amount**" means, in respect of each nominal amount of Credit Linked Notes equal to the Calculation Amount, as applicable, Deliverable Obligations, as selected by the Calculation Agent, with:

(a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance; or

(b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to (i) if the Credit Event is not a M(M) R Restructuring, the Calculation Amount or (ii) if the Credit Event is a M(M)R Restructuring, the Applicable Percentage multiplied by the Calculation Amount less, if Unwind Costs are specified as applying in the Conditions Supplement, Deliverable Obligations with a market value determined by the Calculation Agent in its sole and absolute discretion on the Business Day selected by the Calculation Agent falling during the period from and including the Event Determination Date to and including the Delivery Date equal to a *pro rata* share of Unwind Costs and if Condition 9(j)(iii)(A) *(Reversals of DC Resolutions and adjustments to Event Determination Dates)* is applicable, less Deliverable Obligations with a market value determined by the Calculation Agent (in its sole and absolute discretion) equal to (or where rounding upwards applies, greater than) *pro rata* share of the EDD Adjustment Amount.

"**Asset Market Value**" means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

"**Asset Package**" means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

"**Asset Package Credit Event**" means:

(a) if Financial Reference Entity Terms and Governmental Intervention are specified as applicable in the Conditions Supplement:

  (i) a Governmental Intervention; or

  (ii) a Restructuring in respect of the Reference Obligation, if Restructuring is specified as applicable in the Conditions Supplement and such Restructuring does not constitute a Governmental Intervention; and

(b) if the Reference Entity is a Sovereign and Restructuring is specified as applicable in the Conditions Supplement, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

"**Asset Package Delivery**" will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event. Notwithstanding the above, if Sovereign No Asset Package Delivery is specified as applicable in the Conditions Supplement, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto.

"**Auction**" means, with respect to a Reference Entity and a Credit Event, unless otherwise specified in the Credit Derivatives Auction Settlement Terms, an auction pursuant to which an Auction Final Price is to be determined in accordance with an auction procedure set out in the relevant Credit Derivatives Auction Settlement Terms. In respect of a Restructuring Credit Event, if the Issuer exercises the Movement Option, the Parallel Auction selected by the Issuer on exercise of the Movement Option shall be the Auction.

"**Auction Cancellation Date**" means, with respect to an Auction, unless otherwise specified in the Credit Derivatives Auction Settlement Terms, the date on which such Auction was deemed to have been cancelled as announced by the DC Secretary (and/or the administrators specified in the relevant Credit Derivatives Auction Settlement Terms) on its website or such other date as determined and announced in accordance with the relevant Credit Derivatives Auction Settlement Terms.

"**Auction Covered Transaction**" shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

"**Auction Credit Event Redemption Amount**" means, in respect of each principal amount of the Notes equal to the Calculation Amount, the amount specified as such in the applicable Conditions Supplement or if no such amount is specified in the applicable Conditions Supplement, an amount calculated by the Calculation Agent equal to:

[A x B x C] - D - E

where:

A is the Calculation Amount;

B is the Applicable Percentage;

C is the Auction Final Price in respect of the relevant Auction;

D is Unwind Costs; and

E is the EDD Adjustment Amount (if applicable),

provided that in no event shall the Auction Credit Event Redemption Amount be less than zero.

"**Auction Credit Event Redemption Date**" means, the fifth Business Day following the later of the Auction Settlement Date, determined in accordance with the Credit Derivatives Auction Settlement Terms, and the date on which the Auction Settlement Notice is sent, or such other date specified in the applicable Conditions Supplement, each as determined by the Calculation Agent.

"**Auction Final Price**" means, with respect to an Auction, unless otherwise specified in the relevant Credit Derivatives Auction Settlement Terms, the price (expressed as a percentage) in respect of the deliverable obligations which would constitute Reference Obligation(s) and/or Deliverable Obligation(s) under the Notes determined to be the Auction Final Price in accordance with the Credit Derivatives Auction Settlement Terms.

"**Auction Final Price Determination Date**" means with respect to an Auction, the day, if any, on which the Auction Final Price is determined or such other date as specified in the relevant Credit Derivatives Auction Settlement Terms.

"**Auction Settlement Date**" means the date that is the number of Business Days specified in the relevant Credit Derivatives Auction Settlement Terms (or, if a number of Business Days is not so specified, five Business Days) immediately following the relevant Auction Final Price Determination Date.

"**Auction Settlement Notice**" means a notice delivered by the Issuer to the Noteholders in accordance with Condition 17 (*Notices*) following the occurrence of an Auction Final Price Determination Date notifying Noteholders of the redemption of the Notes in accordance with Condition 9(d) (*Auction Settlement*) and specifying, in respect of a Restructuring Credit Event where the Movement Option applied, whether the Issuer exercised the Movement Option and, if so, the Parallel Auction selected as a result of the exercise of the Movement Option and the Auction Final Price for such Parallel Auction.

"**Bankruptcy**" means the Reference Entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;

(d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any

such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof or before the Scheduled Maturity Date, whichever is earlier;

(e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter or before the Scheduled Maturity Date, whichever is earlier; or

(h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g).

"**Basket**" means a basket composed of the Reference Entities as specified in the applicable Conditions Supplement and such term shall include each New Basket resulting from the occurrence of a Succession Date and the identification of more than one Successor

"**Business Day**" means for the purposes of Condition 9 (*Credit Linked Notes*) only, a day on which commercial banks and foreign exchange markets are generally open to settle payments in each Specified Business Centre specified in the applicable Conditions Supplement, and a day on which T2 is open (if T2 is specified for that purpose in the applicable Conditions Supplement).

"**Calculation Agent City Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the Calculation Agent City specified in the applicable Conditions Supplement.

"**Calculation Amount**" means the amount specified as such in the Conditions Supplement.

"**Capital Ratio**" means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time.

"**Cash Settlement Notice**" has the meaning given in Condition 9(b) (*Cash Settlement*).

"**CLN Relevant Time**" means Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix) Tokyo time).

"**CoCo Provision**" means, with respect to an Obligation, a provision which requires (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage.

"**Conditionally Transferable Obligation**" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case as of each such date the Calculation Agent determines appropriate for purposes of the Hedging Arrangements provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

"**Conforming Reference Obligation**" means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation below.

"**Credit Derivatives Auction Settlement Terms**" means, with respect to a Reference Entity and a Credit Event, any Credit Derivatives Auction Settlement Terms published by ISDA in accordance with the Rules

with respect to such Reference Entity and Credit Event, a form of which is published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended in accordance with the Rules from time to time.

"**Credit Derivatives Determinations Committees**" means the committees established by ISDA for purposes of reaching certain DC Resolutions in connection with credit derivative transactions.

"**Credit Event**" means the occurrence of any one or more of the Credit Events specified in the Conditions Supplement which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

"**Credit Event Backstop Date**" means,

(a) if Credit Event Backstop Date is specified as "Applicable" in the applicable Conditions Supplement, the date determined by the Calculation Agent:

  (A) for the purposes of any event that constitutes a Credit Event (or with respect to Repudiation/Moratorium, if applicable, the event described in sub-paragraph (b) of the definition thereof), as determined by a DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or

  (B) otherwise, that is 60 calendar days prior to the earlier of:

    (I) if the Notice Delivery Date occurs during the Notice Delivery Period, the Notice Delivery Date; and

    (II) if the Notice Delivery Date occurs during the Post Dismissal Additional Period, the Credit Event Resolution Request Date; or

(b) if Credit Event Backstop Date is specified as "Not Applicable" in the applicable Conditions Supplement, the Credit Event Backstop Date shall be deemed to be the Trade Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Credit Event Notice**" means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Credit Event that occurred on or after the applicable Credit Event Backstop Date and on or prior to the Extension Date. A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective. A Credit Event Notice shall be subject to the requirements regarding notices set out in Condition 9(q) (*Calculation Agent and Calculation Agent Notices*). Upon receipt of the Credit Event Notice by the Issuer, the Issuer shall give a notice in similar terms to Noteholders as soon as practicable in accordance with Condition 17 (*Notices*).

"**Credit Event Redemption Amount**" means, in respect of each principal amount of the Notes equal to the Calculation Amount, the amount specified as such in the applicable Conditions Supplement or if no such amount is specified in the applicable Conditions Supplement, an amount calculated by the Calculation Agent equal to:

$$[A \times B \times C] - D - E$$

where:

A is the Calculation Amount;

B is the Applicable Percentage;

C is the Final Price;

D is Unwind Costs; and

E is the EDD Adjustment Amount (if applicable),

provided that in no event shall the Credit Event Redemption Amount be less than zero.

"**Credit Event Redemption Date**" means (i) if the Credit Event Redemption Amount or Final Price is not specified in the applicable Conditions Supplement, the day falling the number of Business Days specified in the applicable Conditions Supplement (or, if a number of Business Days is not so specified, five Business Days) following the calculation of the Final Price or, (ii) if the Credit Event Redemption Amount or the Final Price is specified in the applicable Conditions Supplement, the date that is five Business Days (or such other number of Business Days specified in the applicable Conditions Supplement) following the relevant Event Determination Date (or if Cash Settlement is applicable pursuant to the Fallback Settlement Method in accordance with Condition 9(d) (*Auction Settlement*), the date that is five Business Days (or such other number of Business Days specified in the applicable Conditions Supplement) following any Auction Cancellation Date or No Auction Announcement Date in respect of the relevant Auction, if later).

"**Credit Event Resolution Request Date**" means, with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

"**Currency Amount**" means, whenever an amount is denominated in a currency other than the Settlement Currency and is specified in Condition 9 (*Credit Linked Notes*) to be determined by reference to a Currency Amount, such amount converted to the relevant Settlement Currency using the Currency Rate.

"**Currency Rate**" means the rate determined by the Calculation Agent in good faith acting in a commercially reasonable manner equal to the rate of conversion of the currency of the Deliverable Obligation into the Settlement Currency as of such time and date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements.

"**DC Announcement Coverage Cut-off Date**" means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

"**DC Credit Event Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Scheduled Maturity Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

"**DC Credit Event Meeting Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

"**DC Credit Event Question**" means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

"**DC Credit Event Question Dismissal**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

"**DC Determination Cut-off Date**" has the meaning given to that term in Condition 9(h) (*Credit Derivatives DC Extension*).

"**DC No Credit Event Announcement**" means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event.

"**DC Resolution**" has the meaning given to that term in the Rules.

"**DC Secretary**" has the meaning given to that term in the Rules.

"**Default Requirement**" means the amount specified as such in the applicable Conditions Supplement or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not specified in the applicable Conditions Supplement, U.S.$10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

"**Deliver**" means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Asset Amount to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including without limitation any counterclaim, defence (other than a counterclaim or defence based on the factors set out in (a) to (d) in the definition of "Credit Event" above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (i) if all or a portion of the Asset Amount consists of Direct Loan Participations, "**Deliver**" means to create (or procure the creation of) a participation in favour of the relevant Noteholder and (ii) if a Deliverable Obligation is a Guarantee, "**Deliver**" means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, "**Deliver**" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. "**Delivery**" and "**Delivered**" will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

If Asset Package Delivery is specified as applicable in the Conditions Supplement, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) the paragraph above shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Issuer has notified the Noteholders in accordance with Condition 17 (*Notices)* of the detailed description of the Asset Package that it intends to Deliver, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value and the term Asset Package shall be construed accordingly.

"**Deliverable Obligation**" means:

(a) any obligation of the Reference Entity (either directly, or as provider of a Relevant Guarantee) determined pursuant to the method described in "(i) Method for Determining Deliverable Obligations" below;

(b) the Reference Obligation;

(c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and

(d) if Asset Package Delivery is applicable (i) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement, any Prior Deliverable Obligation, or (ii) if the Reference Entity is a Sovereign, any Package Observable Bond,

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d) above, immediately prior to the relevant Asset Package Credit Event).

(i) *Method for Determining Deliverable Obligations*. For the purposes of this definition of "Deliverable Obligation", the term "Deliverable Obligation" may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in the Conditions

Supplement, and, subject to paragraph (ii) (*Interpretation of Provisions*) below, having each of the Deliverable Obligation Characteristics, if any, specified in the Conditions Supplement, in each case, as of each such date the Calculation Agent determines relevant for purposes of the Hedging Arrangements. The following terms shall have the following meanings:

(A) "**Deliverable Obligation Category**" means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of "Obligation" below, except that, for the purpose of determining Deliverable Obligation, the definition of "Reference Obligations Only" shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).

(B) "**Deliverable Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer, and:

(1) "**Assignable Loan**" means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent;

(2) "**Consent Required Loan**" means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such Loan) or any agent;

(3) "**Direct Loan Participation**" means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Noteholder and either (A) the Issuer (to the extent that the Issuer is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

(4) "**Transferable**" means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

(I) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);

(II) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or

(III) restrictions in respect of blocked periods on or around payment dates or voting periods;

(5) "**Maximum Maturity**" means an obligation that has a remaining maturity from the Physical Settlement Date of not greater than the period specified in the Conditions Supplement (or if no such period is specified, thirty years);

(6) "**Accelerated or Matured**" means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and

(7) "**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream or any other internationally recognised clearing system.

(ii) *Interpretation of Provisions*.

(A) If either of the Obligation Characteristic Listed or Not Domestic Issuance is specified in the Conditions Supplement, the Conditions Supplement shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.

(B) If (i) either of the Deliverable Obligation Characteristics Listed, Not Domestic Issuance or Not Bearer is specified in the Conditions Supplement, the Conditions Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds; (ii) the Deliverable Obligation Characteristic Transferable is specified in the Conditions Supplement, the Conditions Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics Assignable Loan, Consent Required Loan or Direct Loan Participation is specified in the Conditions Supplement, the Conditions Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans.

(C) If more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics in the Conditions Supplement, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

(D) If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:

(1) for purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;

(2) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the Conditions Supplement from the following list: Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law;

(3) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the Conditions Supplement from the following list: Listed, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer; and

(4) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(E) For purposes of the application of the Deliverable Obligation Characteristic Maximum Maturity, remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.

(F) If Financial Reference Entity Terms and Governmental Intervention are specified as applicable in the Conditions Supplement, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.

(G) For purposes of determining the applicability of Deliverable Obligation Characteristics to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

(H) If Subordinated European Insurance Terms is specified as applicable in the Conditions Supplement, if an obligation would otherwise satisfy the Maximum Maturity Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

For the avoidance of doubt the provisions of this paragraph (ii) apply in respect of the definitions of Obligation and Deliverable Obligation as the context admits.

"**Deliverable Obligation Terms**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

"**Delivery Date**" means, with respect to a Deliverable Obligation or an Asset Package, the date such Deliverable Obligation is Delivered (or deemed to be Delivered pursuant to the definition of "Deliver" above).

"**Domestic Currency**" means the currency specified as such in the Conditions Supplement and any successor currency thereto (or if no such currency is specified the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign).

"**Domestic Law**" means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

"**Downstream Affiliate**" means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

"**Due and Payable Amount**" means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date, as applicable.

"**EDD Adjustment Amount**" means, in connection with a change of the date of an Event Determination Date pursuant to Condition 9(j)(*Reversals of DC Resolutions and adjustments to Event Determination Dates)*, an amount in the Specified Currency determined by the Calculation Agent in respect of each Calculation Amount equal to each amount of interest per Calculation Amount that would not have been paid (if any) on any Interest Payment Date to Noteholders had the earlier Event Determination Date been the date originally determined as the Event Determination Date.

"**Eligible Information**" means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**Eligible Transferee**" means:

(a) any:

(i) bank or other financial institution;

(ii) insurance or reinsurance company;

(iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in sub-paragraph (c)(i)); and

(iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least U.S.$500 million;

(b) an Affiliate of an entity specified in sub-paragraph (a) above;

(c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:

(i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (A) has total assets of at least U.S.$100 million or (B) is one of a group of investment vehicles under common control or management having, in aggregate, total assets of at least U.S.$100 million; or

(ii) that has total assets of at least U.S.$500 million; or

(iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b), (c)(ii), (d) or (e);

(d) any Sovereign; or

(e) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to U.S.$ include equivalent amounts in other currencies in each case as determined by the Calculation Agent.

"**Event Determination Date**" means, with respect to a Credit Event with respect to which:

(a) Auction Settlement is the applicable Settlement Method:

(i) subject to paragraph (a)(ii) of this definition, the Notice Delivery Date if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (A) a DC Credit Event Announcement has occurred nor (B) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(ii) notwithstanding paragraph (a)(i) of this definition, the Credit Event Resolution Request Date, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) and either:

(A) (1) the Credit Event is not an M(M)R Restructuring; and

(2) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or

(B) (1) the Credit Event is an M(M)R Restructuring; and

(2) a Credit Event Notice is delivered and is effective on or prior to the Exercise Cut-off Date, *provided that* no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, or the Calculation Agent otherwise determines this is consistent with any Hedging Arrangements, or

(b) if paragraph (a) of this definition does not apply, the Non-Standard Event Determination Date.

Where the Notes are First-to-Default Credit Linked Notes, an Event Determination Date shall be deemed to occur with respect to the Notes on the first occasion an Event Determination Date occurs with respect to any Reference Entity (the "**First Reference Entity**"). Where the Notes are First-to- Default Credit Linked

Notes or N^{th}-to-Default Credit Linked Notes and an Event Determination Date occurs with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole discretion the order in which such Event Determination Dates occur.

"**Event Determination Date Reversal**" has the meaning given in Condition 9(j)(iii)(B) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*).

"**Excluded Deliverable Obligation**" means:

(a) any obligation of a Reference Entity specified as such or of a type described in the Conditions Supplement;

(b) any principal only component of a Bond from which some or all of the interest components have been stripped; and

(c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

"**Excluded Obligation**" means:

(a) any obligation of a Reference Entity specified as such or of a type described in the Conditions Supplement;

(b) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement and (i) the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and

(c) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement and the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

"**Exercise Amount**" has the meaning given in Condition 9(l)(i) (*Restructuring Credit Event*).

"**Exercise Cut-off Date**" means either:

(a) with respect to an M(M)R Restructuring and any Note to which paragraph (a) of the definition of Event Determination Date above applies:

  (i) if the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or

  (ii) otherwise, the date that is 14 calendar days following the relevant No Auction Announcement Date; or

(b) with respect to a Credit Event where paragraph (a) of the definition of Event Determination Date does not apply, the relevant Non-Standard Exercise Cut-off Date,

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

"**Extension Date**" means the latest of:

(a) the Scheduled Maturity Date;

(b) the Grace Period Extension Date if (i) Failure to Pay and Grace Period Extension are specified as applying in the Conditions Supplement, and (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Maturity Date; and

(c) the Repudiation/Moratorium Evaluation Date (if any) if Repudiation/Moratorium is specified as applicable in the Conditions Supplement, as applicable.

"**Failure to Pay**" means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure provided that, if an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general

application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

"**Fallback Settlement Method**" means, with respect to Notes for which Auction Settlement is specified as the Settlement Method in the applicable Conditions Supplement, the Fallback Settlement Method specified in such Conditions Supplement, or if no Fallback Settlement Method is specified, the Fallback Settlement Method shall be deemed to be "Cash Settlement".

"**Final Delivery Date**" has the meaning given to that term in Condition 9(m)(x)(*Physical Delivery)*.

"**Final List**" has the meaning given to that term in the Rules.

"**Final Price**" means with respect to any Valuation Obligation the price of the Valuation Obligation, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, as specified in the Conditions Supplement or, if not so specified, determined in accordance with the Valuation Method specified in the applicable Conditions Supplement or, if no Valuation Method is specified in the Conditions Supplement, the Valuation Method set out in the definition of Valuation Method in either Condition 9(n) (*Partial Cash Settlement*) or Condition 23 (*Definitions*) (as applicable).

"**First-to-Default Credit Linked Notes**" means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of two or more Reference Entities and pursuant to which, upon the occurrence of an Event Determination Date with respect to any of such Reference Entities, the Notes will be redeemed in accordance with the relevant Settlement Method.

"**Fixed Cap**" means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

"**Full Quotation**" means, in accordance with the Quotation Method, each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Valuation Obligation with an Outstanding Principal Balance or Due and Payable Amount equal to the Quotation Amount.

"**Fully Transferable Obligation**" means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered as a requirement for consent for purposes of this definition of "Fully Transferable Obligation".

"**Further Subordinated Obligation**" means, in respect of a Reference Entity, if the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

"**Governmental Authority**" means:

(a) any *de facto* or de jure government (or any agency, instrumentality, ministry or department thereof);

(b) any court, tribunal, administrative or other governmental, inter-government or supranational body;

(c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or

(d) any other authority which is analogous to any of the entities specified in paragraph (a) to (c) above.

"**Governmental Intervention**" means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in

each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

(a) any event which would affect creditors' rights so as to cause:

(i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

(ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(iii) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or

(iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

(b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;

(c) a mandatory cancellation, conversion or exchange; or

(d) any event which has an analogous effect to any of the events specified in paragraphs (a) to (c).

For purposes of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

If CoCo Supplement is specified as applicable in the Conditions Supplement, the following provisions shall apply:

(x) A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention.

(y) If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a Governmental Intervention.

"**Grace Period**" means:

(a) subject to sub-paragraphs (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of the relevant Obligation in effect as of the date as of which such Obligation is issued or incurred;

(b) if Grace Period Extension is specified as applicable in the Conditions Supplement, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date or relevant Interest Payment Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date or relevant Interest Payment Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the Conditions Supplement or, if no period is specified in the Conditions Supplement, 30 calendar days; and

(c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applying in the Conditions Supplement, such deemed Grace Period shall expire no later than the Scheduled Maturity Date or relevant Interest Payment Date.

"**Grace Period Business Day**" means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified (a) if the Obligation Currency is the euro, a day on which T2 is open, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

"**Grace Period Extension Date**" means, if:

(a) Grace Period Extension is specified as applying in the Conditions Supplement; and

(b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date or relevant Interest Payment Date,

the date falling the number of days in the Grace Period after the date of such Potential Failure to Pay. If "Grace Period Extension" is not specified as applicable in the Conditions Supplement, Grace Period Extension shall not apply.

"**Guarantee**" means a Relevant Guarantee or a guarantee which is the Reference Obligation.

"**Hedge Disruption Event**" means in the opinion of the Calculation Agent any event as a result of which the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations under the terms of any Hedging Arrangements entered into in respect of the Notes.

"**Hedge Disruption Obligation**" means a Deliverable Obligation included in the Asset Amount which, on the Physical Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

"**Hedging Arrangements**" means any transaction(s), asset(s) or trading position(s) the Issuer and/or any of its Affiliates or agents may enter into or hold from time to time (including, if applicable, on a portfolio basis) to hedge directly or indirectly and whether in whole or in part the credit or other price risk of the Issuer issuing and performing its obligations with respect to the Credit Linked Notes.

"**Indicative Quotation**" means, for the purposes of Condition 9(n) (*Partial Cash Settlement*), each quotation in accordance with the Quotation Method obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates. Indicative Quotations shall be applicable only in the event that the provisions of Condition 9(n)(i) (*Partial Cash Settlement*) are applicable.

"**Interest Recommencement Date**" has the meaning given to it in Condition 9(j)(iii)(B) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*).

"**ISDA**" means the International Swaps and Derivatives Association, Inc. or any successor thereto as determined by the Calculation Agent.

"**Largest Asset Package**" means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realizable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

"**Latest Maturity Restructured Bond or Loan**" has the meaning given to that term in the definition of "Restructuring Maturity Limitation Date".

"**Legacy Reference Entity**" has the meaning given in Condition 9(k)(x) (*Succession*).

"**Limitation Date**" means the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the "**2.5-year Limitation Date**"), 5 years, 7.5 years, 10 years (the "**10- year Limitation Date**"), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

"**M(M)R Restructuring**" means a Restructuring Credit Event in respect of which either Mod R or Mod Mod R is specified as applicable in the Conditions Supplement.

"**Market Value**" means, with respect to a Valuation Obligation, an Undeliverable Obligation, a Hedge Disruption Obligation, an Undeliverable Loan Obligation or an Unassignable Obligation, on a Valuation Date:

(a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;

(d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation;

(e) for the purposes of Condition 9(n) (*Partial Cash Settlement*) only, if Indicative Quotations are specified as applying in the applicable Conditions Supplement and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded);

(f) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and

(g) if two or more Full Quotations or a Weighted Average Quotation are not obtained (and, if Indicative Quotations are specified as applicable, fewer than three Indicative Quotations are obtained) on or prior to the tenth Business Day following the applicable Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Valuation Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

"**Maturity Date**" means either (a) the Credit Event Redemption Date, the Auction Credit Event Redemption Date, the Partial Cash Settlement Date, the Postponed Maturity Date and the Physical Settlement Date or (b) if none of the foregoing is relevant, the Scheduled Maturity Date.

"**Maturity Date Extension Event**" means, in the determination of the Calculation Agent, the occurrence of any of the following:

(a) where Repudiation/Moratorium is specified as a Credit Event in the applicable Conditions Supplement, a Potential Repudiation/Moratorium has or may have occurred;

(b) where Failure to Pay is specified as a Credit Event in the applicable Conditions Supplement, a Potential Failure to Pay has or may have occurred;

(c) a Potential Credit Event has occurred and the Credit Derivatives Determinations Committee has not made its determination on or prior to the Scheduled Maturity Date; or

(d) the occurrence of a Postponed Maturity Date or a Postponed Interest Payment Date.

"**Merger Event**" and "**Merger Event Notice**" have the meanings given in Condition 9(k)(xii) (*Succession*).

"**Minimum Quotation Amount**" means the amount specified as such in the applicable Conditions Supplement (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) U.S.$1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount. For the purposes of Condition 9(n) (*Partial Cash Settlement*), there shall be no Minimum Quotation Amount.

"**Modified Eligible Transferee**" means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

"**Modified Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date.

Subject to the foregoing, in the event that the Scheduled Maturity Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

"**Movement Option**" means, with respect to an M(M)R Restructuring for which a No Auction Announcement Date has occurred pursuant to paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the option of the Issuer to apply to the Credit Linked Notes, for purposes of

settlement, the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that could apply in respect of the Reference Transaction (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply). If no Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, the Credit Linked Notes will be settled in accordance with the Fallback Settlement Method. If a Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, such event will be notified to Noteholders in accordance with Condition 17 (*Notices*).

"**Movement Option Cut-off Date**" means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

"**Multiple Holder Obligation**" means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to 66 and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event; provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (ii).

"**New Basket**, **New Basket Nominal Amount**, **New Basket Relevant Proportion**" and "**New Basket Outstanding Principal Amount**" have the meanings given to such terms in Conditions 9(k)(vi) *(Succession - where the Notes are First - to - Default Credit Linked Notes)* and 9(k)(vii) (*Succession - where the Notes are Nth - to - Default Credit Linked Notes*).

"**No Auction Announcement Date**" means, with respect to a Credit Event, the date on which the DC Secretary first publicly announces that:

(a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;

(b) following the occurrence of an M(M)R Restructuring no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or

(c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either:

  (i) no Parallel Auction will be held; or

  (ii) one or more Parallel Auctions will be held.

"**Non-Conforming Reference Obligation**" means a Reference Obligation which is not a Conforming Reference Obligation.

"**Non-Conforming Substitute Reference Obligation**" means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

"**Non-Financial Instrument**" means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

"**Non-Standard Event Determination Date**" means with respect to a Credit Event:

(a) subject to paragraph (b) of this definition, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (i) a DC Credit Event Announcement has occurred nor (ii) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(b) notwithstanding paragraph (a) of this definition, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) either:

  (i) the Credit Event Resolution Request Date, if either:

    (A) (1) Auction Settlement is not the applicable Settlement Method;

(2) the relevant Credit Event is not an M(M)R Restructuring; and

(3) the Trade Date occurs on or prior to the date of the DC Credit Event Announcement; or

(B) (1) Auction Settlement is the applicable Settlement Method or the relevant Credit Event is an M(M)R Restructuring; and

(2) a Credit Event Notice is delivered and is effective on or prior to the Non-Standard Exercise Cut-off Date, or

(ii) the first date on which a Credit Event Notice is delivered and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is fourteen calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)), if either:

(A) (1) Auction Settlement is not the applicable Settlement Method;

(2) the relevant Credit Event is not an M(M)R Restructuring; and

(3) the Trade Date occurs following the date of the related DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date; or

(B) the Calculation Agent determines this is otherwise consistent with any Hedging Arrangement,

provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date or the Calculation Agent determines this is otherwise consistent with any Hedging Arrangement.

"**Non-Standard Exercise Cut-off Date**" means, with respect to a Credit Event to which paragraph (a) of the definition of Event Determination Date does not apply:

(a) if such Credit Event is not an M(M)R Restructuring, either:

(i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;

(ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or

(iii) the date that is 14 calendar days following the No Auction Announcement Date, if any, as applicable; or

(b) if such Credit Event is an M(M)R Restructuring and:

(i) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or

(ii) otherwise, the date that is 14 calendar days following the relevant No Auction Announcement Date.

"**Non-Standard Reference Obligation**" means, in respect of the Reference Entity, the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

"**Non-Transferable Instrument**" means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

"**NOPS Amendment Notice**" has the meaning given in Condition 9(c)(iii) (*Physical Settlement*).

"**Notice Delivery Date**" means the first date on which both an effective Credit Event Notice and, unless Notice of Publicly Available Information is specified as not applicable in the Conditions Supplement, an effective Notice of Publicly Available Information, have been delivered by the Calculation Agent.

"**Notice Delivery Period**" means the period from and including the Trade Date to and including the second Business Day after the date falling 14 calendar days after the Extension Date.

"**Notice of Physical Settlement**" shall have the meaning given in Condition 9(c)(i) (*Physical Settlement*).

"**Notice of Publicly Available Information**" means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy or description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applying in the applicable Conditions Supplement and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information. A Notice of Publicly Available Information shall be subject to the requirements regarding notices in Condition 9(q) (*Calculation Agent and Calculation Agent Notices*). Upon receipt of the Notice of Publicly Available Information by the Issuer, the Issuer shall give a notice in similar terms to the Noteholders as soon as practicable in accordance with Condition 17 (*Notices*).

"**Notice to Exercise Movement Option**" means, with respect to Notes for which (a) M(M)R Restructuring is applicable and (b) the Fallback Settlement Method would otherwise be applicable pursuant to the Auction Settlement provisions, a notice from the Issuer to the Calculation Agent that (i) specifies the Parallel Auction Settlement Terms applicable in accordance with the definition of Movement Option and (ii) is effective on or prior to the Movement Option Cut-off Date.

"***N^th^* Reference Entity**" means, in respect of any Series of *N^th^*-to-Default Credit Linked Notes, the numbered (such number being the "**Relevant Number**") Reference Entity with respect to which an Event Determination Date must have occurred, and not been reversed prior to the Auction Final Price Determination Date in respect of an Auction, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Maturity Date, as applicable, in order for the Notes to be redeemed in accordance with the applicable Settlement Method. For example, if the applicable Conditions Supplement specifies that the Notes are Second-to-Default Credit Linked Notes, then the *N^th^* Reference Entity shall be the second Reference Entity with respect to which an Event Determination Date has occurred.

"***N^th^*-to-Default Credit Linked Notes**" means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of two or more Reference Entities and pursuant to which, upon the occurrence of an Event Determination Date with respect to the Nth Reference Entity, and provided that the Event Determination Date not been reversed prior to the Auction Final Price Determination Date in respect of an Auction, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Maturity Date, as applicable, the Notes will be redeemed in accordance with the relevant Settlement Method.

"**Obligation**" means:

(a) any obligation of the Reference Entity (either directly, or as a provider of a Relevant Guarantee) determined pursuant to the method described in "Method for Determining Obligations" below; and

(b) the Reference Obligation,

in each case unless it is an Excluded Obligation.

"**Method for Determining Obligations**". For the purposes of paragraph (a) of this definition of "Obligation", the term "Obligation" may be defined as each obligation of the Reference Entity described by the Obligation Category specified in the Conditions Supplement, and having each of the Obligation Characteristics (if any) specified in the Conditions Supplement, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

(i) "**Obligation Category**" means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the Conditions Supplement, where:

  (a) "**Payment**" means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;

  (b) "**Borrowed Money**" means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);

(c) "**Reference Obligations Only**" means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligations Only;

(d) "**Bond**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;

(e) "**Loan**" means any obligation of a type included in the "Borrowed Money" Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and

(f) "**Bond or Loan**" means any obligation that is either a Bond or a Loan.

(ii) "**Obligation Characteristics**" means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the Conditions Supplement, where:

(a) "**Not Subordinated**" means an obligation that is not Subordinated to (1) the Reference Obligation or, (2) the Prior Reference Obligation, if applicable;

(b) "**Subordination**" means, with respect to an obligation (the " **Second Obligation**") and another obligation of the Reference Entity to which such obligation is being compared (the "**First Obligation**"), a contractual, trust or other similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "**Subordinated**" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date;

(c) "**Prior Reference Obligation**" means, in circumstances where there is no Reference Obligation applicable to the relevant Note, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the Conditions Supplement as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;

(d) "**Specified Currency**" means an obligation that is payable in the currency or currencies specified as such in the Conditions Supplement (or, if Specified Currency is specified in the Conditions Supplement and no currency is so specified, any Standard Specified Currency) provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;

(e) "**Not Sovereign Lender**" means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt";

(f) "**Not Domestic Currency**" means any obligation that is payable in any currency other than applicable Domestic Currency provided that a Standard Specified Currency shall not constitute the Domestic Currency;

(g) "**Not Domestic Law**" means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;

(h) "**Listed**" means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and

(i) "**Not Domestic Issuance**" means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

"**Obligation Acceleration**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"**Obligation Currency**" means the currency or currencies in which the Obligation is denominated.

"**Obligation Default**" means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

"**Original Non-Standard Reference Obligation**" means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in respect of such Reference Entity in the Conditions Supplement (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the relevant Notes (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless the relevant Notes are Reference Obligation Only Notes.

"**Outstanding Amount**" means, in respect of a Prior Deliverable Obligation or Package Observable Bond, the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency as specified in the relevant Notice of Physical Settlement.

"**Outstanding Notes Amount**" has the meaning given in Condition 9(l)(iii) (*Restructuring Credit Event*).

"**Outstanding Principal Balance**" means the outstanding principal balance of an obligation which will be calculated as follows:

(a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest above, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (i) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (ii) the amount of the Fixed Cap, if any);

(b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (i) is subject to any Prohibited Action, or (ii) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (A) payment or (B) a Permitted Contingency) (the amount determined in accordance with paragraph (a) above less any amounts subtracted in accordance with this paragraph (b), the **"Non-Contingent Amount**"); and

(c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

(i) unless otherwise specified, in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date; and

(ii) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

"**Package Observable Bond**" means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within paragraphs (a) or (b) of the definition of Deliverable Obligation (above), in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

"**Parallel Auction**" means "Auction" as defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Cancellation Date**" means "Auction Cancellation Date" as defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Final Price Determination Date**" means "Auction Final Price Determination Date" as defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Settlement Date**" means the "Auction Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

"**Parallel Auction Settlement Terms**" means, following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which (i) the Deliverable Obligation Terms are the same as the Reference Transaction and (ii) the Reference Transaction would not be an Auction Covered Transaction provided that if no such Credit Derivatives Auction Settlement Terms are published, the Calculation Agent may select in its sole discretion the applicable Credit Derivatives Auction Settlement Terms.

"**Parallel Notice of Physical Settlement Date**" means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

"**Partial Cash Settlement Amount**, **Partial Cash Settlement Date**" and "**Partial Cash Settlement Notice**" have the meaning given in Condition 9(n) (*Partial Cash Settlement*).

"**Payment Requirement**" means the amount specified as such in the applicable Conditions Supplement or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not specified in the applicable Conditions Supplement, U.S.$1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

"**Permissible Deliverable Obligations**" has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included in the Final List pursuant to the Deliverable Obligation Terms applicable to the relevant Auction.

"**Permitted Contingency**" means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

(a) as a result of the application of:

(i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;

(ii) provisions implementing the Subordination of the obligation;

(iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);

(iv) if Subordinated European Insurance Terms are specified as applicable in the Conditions Supplement, any Solvency Capital Provisions; or

(v) if Financial Reference Entity Terms are specified as applicable in the Conditions Supplement, provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention; or

(b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

"**Permitted Transfer**" means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

"**Physical Settlement Date**" means the last day of the longest Physical Settlement Period following the PSN Cut-off Date, subject to adjustment where applicable, pursuant to Conditions 9(e)(ii) *(Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension)*, 9(f) *(Repudiation/Moratorium Extension)*, 9(g) *(Grace Period Extension)*, 9(h) (*Credit Derivatives DC Extension)*, 9(i) *(Additional Maturity Date and Interest Payment Date Extension)* and 9(m)(x) *(Physical Delivery)*.

"**Physical Settlement Matrix**" means the "Credit Derivatives Physical Settlement Matrix" as most recently amended or supplemented as at the Trade Date (unless otherwise specified in the Conditions Supplement) and as published by ISDA on its website at www.isda.org (or any successor website). The Physical Settlement Matrix may be applicable to any Series of Notes (notwithstanding that the Settlement Method for such Notes may not be Physical Settlement) where Physical Settlement Matrix Standard Terms are specified as applicable in the Conditions Supplement and one or more Transaction Type(s) are specified as applying to the Reference Entity(ies) of such Series of Notes.

"**Physical Settlement Period**" means the number of Business Days specified as such in the applicable Conditions Supplement or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Asset Amount, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent, provided that if the Issuer has notified Noteholders in accordance with Condition 17 (*Notices*) that it will Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be 35 Business Days.

"**Post Dismissal Additional Period**" means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)).

"**Postponed Interest Payment Date**" has the meaning given in Condition 9(i)(i) (*Additional Maturity Date and Interest Payment Date Extension)*.

"**Postponed Maturity Date**" has the meaning given in Condition 9(i)(i) (*Additional Maturity Date and Interest Payment Date Extension)*.

"**Potential Credit Event**" means a Potential Failure to Pay (if Failure to Pay is an applicable Credit Event in respect of the Reference Entity), a Potential Repudiation/Moratorium (if Repudiation/Moratorium is an applicable Credit Event in respect of the Reference Entity) or if a Credit Event Resolution Request Date has occurred and the relevant Credit Derivatives Determinations Committee has not made its determination or the relevant DC Resolution has not been published, such event will be deemed to be a Potential Credit Event. A Credit Derivatives Determinations Committee and the Calculation Agent may each determine whether a Potential Credit Event has occurred.

"**Potential Failure to Pay**" means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations at the time of such failure.

"**Potential Repudiation/Moratorium**" means the occurrence of an event described in sub-paragraph (a) of the definition of Repudiation/Moratorium.

"**Prior Deliverable Obligation**" means:

(a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental

Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within paragraphs (a) or (b) of the definition of Deliverable Obligation above, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or

(b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

"**Private-side Loan**" means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

"**Prohibited Action**" means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) of the definition of Credit Event above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

"**PSN Cut-off Date**" means, subject to Condition 9(e)(ii) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension)*:

(a) subject to paragraph (b) below, the later of:

(i) the thirtieth calendar day after the Event Determination Date; and

(ii) the tenth calendar day after either the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal, if any (or, if the relevant Credit Event is an M(M)R Restructuring, the tenth calendar day after the Non-Standard Exercise Cut-off Date); or

(b) if, in accordance with the terms of Condition 9(d) (*Auction Settlement)*, Condition 9(c) (*Physical Settlement)* applies as a result of the occurrence of (a) an Auction Cancellation Date or (b) a No Auction Announcement Date and:

(i) the relevant Credit Event is not an M(M)R Restructuring, the later of:

(A) the date determined pursuant to paragraph (a)(i) above; and

(B) the thirtieth calendar day after the Auction Cancellation Date or the No Auction Announcement Date, occurring pursuant to paragraphs (a) or (c)(i) of the definition of No Auction Announcement Date above, as applicable; or

(ii) the relevant Credit Event is an M(M)R Restructuring either:

(A) the later of:

I. the date determined pursuant to paragraph (a)(i) above; and

II. the thirtieth calendar day after:

(x) a No Auction Announcement Date occurring pursuant to paragraph (a) of the definition of No Auction Announcement Date above, if any;

(y) a No Auction Announcement Date occurring pursuant to paragraph (c)(i) of the definition of No Auction Announcement Date above, if any; or

(z) the Auction Cancellation Date, if any, as applicable; or

(B) the later of the Parallel Notice of Physical Settlement Date (or, if more than one Parallel Notice of Physical Settlement Date should occur, the last Parallel Notice of Physical Settlement Date), and the Relevant City Business Day immediately following the Parallel Auction Cancellation Date, if any (or, if more than one should occur, the last Parallel Auction Cancellation Date), as applicable, in circumstances where either:

I. a No Auction Announcement Date occurs pursuant to paragraph (b) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option; or

II. a No Auction Announcement Date occurs pursuant to paragraph (c)

(ii) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option,

provided that in the case of paragraphs (a)(ii) and (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the date described in paragraph (a)(i) above.

"**PSN Effective Date**" means the date on which an effective Physical Settlement Notice or NOPS Amendment Notice, as the case may be, is delivered by the Issuer.

"**Publicly Available Information**" means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice have occurred and which:

(a) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);

(b) is information received from or published by (i) the Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign) or (ii) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body;

provided that where any information of the type described in paragraph (b) or (c), is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in paragraphs (b) or (c) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the entity disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state:

(i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned by the Reference Entity; and

(ii) that the relevant occurrence:

  (A) has met the Payment Requirement or Default Requirement;

  (B) is the result of exceeding any applicable Grace Period; or

  (C) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in paragraphs (a) and (b) of the definition of Repudiation/Moratorium.

"**Public Source**" means each source of Publicly Available Information specified as such in the applicable Conditions Supplement (or if a source is not specified in the applicable Conditions Supplement, each of Bloomberg, Dow Jones Newswires, Reuters, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

"**Qualifying Affiliate Guarantee**" means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

"**Qualifying Guarantee**" means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

(a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or

(b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:

(i) by payment;

(ii) by way of Permitted Transfer;

(iii) by operation of law;

(iv) due to the existence of a Fixed Cap; or

(v) due to:

(A) provisions permitting or anticipating a Governmental Intervention, if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement; or

(B) any Solvency Capital Provisions, if Subordinated European Insurance Terms is specified as applicable in the Conditions Supplement.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy above in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

I. the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and

II. if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

"**Qualifying Participation Seller**" means any participation seller that meets the requirements specified in the Conditions Supplement. If no such requirements are specified, there shall be no Qualifying Participation Seller.

"**Quantum of the Claim**" means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non- Contingent Amount.

"**Quotation**" means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the applicable Conditions Supplement, each Indicative Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the applicable Conditions Supplement, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Conditions

Supplement, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date, the Quotations shall be deemed to be zero.

"**Quotation Amount**" means:

(a) the amount specified as such in the applicable Conditions Supplement (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the applicable Conditions Supplement, the Aggregate Nominal Amount or Reference Entity Nominal Amount (as applicable) (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained); and

(b) for the purposes of Condition 9(n) (*Partial Cash Settlement*) only, with respect to each type or issue of Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation.

"**Quotation Dealer**" means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained, including each Quotation Dealer specified in the applicable Conditions Supplement. If no Quotation Dealers are specified in the applicable Conditions Supplement, the Calculation Agent shall select the Quotation Dealers in its sole and absolute discretion. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

"**Quotation Method**" means the applicable Quotation Method specified in the applicable Conditions Supplement by reference to one of the following terms:

(a) "**Bid**" means that only bid quotations shall be requested from Quotation Dealers;

(b) "**Offer**" means that only offer quotations shall be requested from Quotation Dealers; or

(c) "**Mid-market**" means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for purposes of determining a relevant Quotation Dealer's quotation.

For the purpose of Condition 9(n) (*Partial Cash Settlement*) or if a Quotation Method is not specified in the applicable Conditions Supplement, Bid shall apply.

"**Reference Entity**" means the entity specified as such in the Conditions Supplement. Any Successor to the Reference Entity either (a) identified by the Calculation Agent pursuant to Condition 9(k) (*Succession*) and the definition of "Successor" on or following the Trade Date or (b) identified by the Calculation Agent pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Series.

"**Reference Entity Nominal Amount**" means, in respect of a Single Name Credit Linked Note, a Reference Entity and a Succession Date, where more than one Successor has been identified by the Calculation Agent, the Aggregate Nominal Amount of the Notes as of the Issue Date divided by the number of Successors (or in the case of a subsequent Succession Date, the Reference Entity Nominal Amount in respect of such Reference Entity immediately prior to such subsequent Succession Date divided by the number of Successors) as determined by the Calculation Agent.

"**Reference Obligation**" means the Standard Reference Obligation, if any, unless:

(a) Standard Reference Obligation is specified as not applicable in the Conditions Supplement, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or

(b) (i) Standard Reference Obligation is specified as applicable in the Conditions Supplement (or no election is specified in the Conditions Supplement), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the Conditions Supplement, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the Reference Entity shall constitute the Reference Obligation.

"**Reference Obligation Only Notes**" means any Notes in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category and the Deliverable Obligation Category in the Conditions Supplement and (b) "Standard Reference Obligation" is specified as not applicable in the Conditions Supplement.

"**Reference Obligation Only Termination Amount**" has the meaning given to that term in the Conditions Supplement.

"**Reference Transaction**" means a hypothetical credit derivative transaction:

(a) for which the Deliverable Obligation Terms and the Reference Obligation are (i) the same as in respect of the Credit Linked Notes (if such Deliverable Obligation Terms and Reference Obligation are specified in the Conditions Supplement) or (ii) if and to the extent the Deliverable Obligation Terms and/or the Reference Obligation are not specified, the Deliverable Obligation Terms and Reference Obligation determined by the Calculation Agent to be appropriate in respect of a credit derivative transaction linked to the relevant Reference Entity;

(b) with a scheduled termination date matching the Scheduled Maturity Date of the Credit Linked Notes; and

(c) otherwise having such other characteristics as the Calculation Agent may determine appropriate by reference to, without limitation, any Hedging Arrangement and/or any credit derivative elections made in relation to the Credit Linked Notes.

"**Regulatory Event**" means, in relation the Notes, that (a) as a result of any applicable law or regulation (including but not limited to any economic, trade and/or financial sanctions laws or regulations, embargoes or similar restrictive measures), (x) the legal and/or regulatory treatment of the Notes or the Issuer is reasonably likely to be less favourable to, or result in a burden on, the Issuer or the Agents, or any of their respective affiliates, including, without limitation, in connection with maintaining the existence of the Notes, or (y) the Issuer or the Agents, or any of their respective affiliates, has suffered, or there is a reasonable likelihood that it will suffer, an adverse consequence, including, without limitation, any increased cost or breach or potential breach of any applicable law or regulation (including but not limited to any economic, trade and/or financial sanctions laws or regulations, embargoes or similar restrictive measures), in connection with the Notes, or maintaining the Notes or any hedging transaction entered into in relation to the Notes, or (b) the payment of any amount due in respect of the Notes, and/or delivery of any assets pursuant to the terms of the Notes by the Issuer is delayed, sanctioned, halted, suspended due to any events arising out of the above.

"**Relevant City Business Day**" has the meaning given to that term in the Rules.

"**Relevant Guarantee**" means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the Conditions Supplement, a Qualifying Guarantee.

"**Relevant Holder**" means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable.

"**Relevant Number**" has the meaning given to that term in Condition 9(a)*(Redemption)*.

"**Relevant Obligations**" means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

(a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;

(b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (a) of the definition of Successor below, make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled

from and including the legally effective date of the first succession to and including the Succession Date;

(c) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement and (i) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and

(d) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement, and the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan".

"**Remaining Amount**" has the meaning set out in sub-paragraph (3) of Condition 9(k)(v)(C) (*Succession*).

"**Replaced Deliverable Obligation Outstanding Amount**" has the meaning given to that term in Condition 9(c) (*Physical Settlement*).

"**Replacement Deliverable Obligation**" has the meaning given to that term in Condition 9(c) (*Physical Settlement*).

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

"**Repudiation/Moratorium**" means the occurrence of both of the following events:

(a) an authorised officer of a Reference Entity or a Governmental Authority:

(A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or

(B) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and

(b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

"**Repudiation/Moratorium Evaluation Date**" means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date, (i) if the Obligations to which such Potential Repudiation/ Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium, provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Scheduled Maturity Date unless the Repudiation/ Moratorium Extension Condition is satisfied.

"**Repudiation/Moratorium Extension Condition**" will be satisfied:

(a) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is 14 calendar days after the Scheduled Maturity Date that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity and that such event occurred on or prior to the Scheduled Maturity Date or relevant Interest Payment Date; or

(b) otherwise, by the delivery by the Calculation Agent to the Issuer of a Repudiation/Moratorium Extension Notice and, unless Notice of Publicly Available Information is specified as not applicable in the Conditions Supplement, a Notice of Publicly Available Information that are each effective on or prior to the date that is 14 calendar days after the Scheduled Maturity Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not

constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity, or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity but that such event occurred after the Scheduled Maturity Date.

"**Repudiation/Moratorium Extension Notice**" means an irrevocable notice (which may be by telephone) from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Maturity Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

"**Resolve**", "**Resolved**", "**Resolves**" and "**Resolving**" means, with respect to a Credit Derivatives Determinations Committee, the making of a specific determination in accordance with the relevant Rules (and each such determination, a "**DC Resolution**").

"**Restructured Bond or Loan**" means an Obligation which is a Bond or Loan and in respect of which the Restructuring that is the subject of a Credit Event Notice has occurred.

"**Restructuring**" means, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all the holders of the Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date applicable to the relevant Credit Linked Notes and the date as of which such Obligation is issued or incurred:

(a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

(b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(c) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest or (ii) the payment of principal or premium;

(d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or

(e) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Notwithstanding the above provisions, none of the following shall constitute a Restructuring:

(i) the payment in euro of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;

(ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;

(iii) the occurrence of, agreement to or announcement of any of the events described in paragraphs (a) to (e) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(iv) the occurrence of, agreement to or announcement of any of the events described in paragraphs to (e) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of

paragraph (e) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For purposes of this definition of Restructuring and Condition 9(l)(x)(*Restructuring Credit Even*t), the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in paragraphs (a) to (e) of the definition of Restructuring shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraphs (i) to (iv) of this definition of Restructuring shall continue to be deemed to refer to the Reference Entity.

If an exchange has occurred, the determination as to whether one of the events described under paragraphs (a) to (e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

"**Restructuring Date**" means the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Restructuring Maturity Limitation Date**" means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a **"Latest Maturity Restructured Bond or Loan**") and the Scheduled Maturity Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan. For these purposes, the final maturity date shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

"**Rules**" means with respect to a Credit Derivatives Determinations Committee, the Credit Derivatives Determinations Committees Rules published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

"**Scheduled Maturity Date**" means the date specified as such in the applicable Conditions Supplement.

"**Seniority Level**" means, with respect to an obligation of the Reference Entity:

(a) "Senior Level" or "Subordinated Level" as specified in the Conditions Supplement, or

(b) if no such seniority level is specified in the Conditions Supplement, "Senior Level" if the Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which;

(c) "Senior Level".

"**Senior Obligation**" means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity.

"**Settlement Currency**" means the currency specified as such in the applicable Conditions Supplement, or if no currency is specified in the applicable Conditions Supplement, the Specified Currency of the Notes.

"**Settlement Date**" means the latest of the Auction Credit Event Redemption Date, the Credit Event Redemption Date, the Physical Settlement Date, the Delivery Date and the Partial Cash Settlement Date.

"**Settlement Method**" means Cash Settlement, Physical Settlement or Auction Settlement as specified in the applicable Conditions Supplement.

"**Single Name Credit Linked Notes**" means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of one Reference Entity alone.

"**Solvency Capital Provisions**" means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

"**Sovereign**" means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including without limiting the foregoing, the central bank) thereof.

"**Sovereign Reference Entity**" means a Reference Entity determined to be a Sovereign Reference Entity by the Calculation Agent.

"**Sovereign Restructured Deliverable Obligation**" means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within paragraph (a) of the definition of Deliverable Obligation above immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

"**Sovereign Succession Event**" means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or, other similar event.

"**Specified Number**" means the number of Public Source(s) specified in the applicable Conditions Supplement, or if no number is specified in the applicable Conditions Supplement, two.

"**SRO List**" means the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

"**Standard Reference Obligation**" means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

"**Standard Specified Currency**" means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

"**Steps Plan**" means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

"**Subordinated Obligation**" means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of that Reference Entity existed.

"**Substitute Reference Obligation**" means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

(a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.

(b) If any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non- Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (c)(ii)). If the event set forth in paragraph (b)(i) of the definition of Substitution Event below has occurred with respect to the Non- Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event below occur with respect to such Non-Standard Reference Obligation.

(c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:

  (i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);

  (ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and

(iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:

I. is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

II. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph

(a) of the definition of Deliverable Obligation above;

(B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:

I. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

II. is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

III. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

IV. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or

(C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:

I. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

II. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

III. is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

IV. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above.

(d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Issuer under the Notes as determined by the Calculation Agent. The Calculation Agent will notify the Noteholders in accordance with Condition 17 (*Notices*) of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.

(e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation then, subject to paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

(f) For the avoidance of doubt, no Substitute Reference Obligation shall be determined in respect of any Credit Linked Notes that are Reference Obligation Only Notes.

"**Substitution Date**" means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Issuer of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation above.

"**Substitution Event**" means, with respect to the Non-Standard Reference Obligation:

(a) the Non-Standard Reference Obligation is redeemed in whole; or

(b) provided that the Credit Linked Notes to which the Non-Standard Reference Obligation relates are not Reference Obligation Only Notes:

(i) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below U.S.$10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or

(ii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event. If an event described in paragraphs (a) or (b)(i) above has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to paragraphs (a) or (b)(i) above as the case may be, on the Trade Date.

"**Substitution Event Date**" means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

"**Succession Date**" means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to paragraph (a) of the definition of Successor below would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of an Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

"**Successor**" means:

(a) subject to paragraph (b) below, the entity or entities, if any, determined as follows:

(i) subject to paragraph (vii), if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to 75 per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;

(ii) if only one entity succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor;

(iii) if more than one entity each succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First-to-Default Credit Linked Notes or N^{th}-to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount (in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/or the applicable Conditions Supplement will be adjusted as provided below);

(iv) if one or more entities each succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the

Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First-to-Default Credit Linked Notes or N^{th}-to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/ or the applicable Conditions Supplement will be adjusted as provided below;

(v) if one or more entities succeed directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity and the Terms and Conditions will not be changed in any way as a result of such succession;

(vi) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations each such entity will be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First- to-Default Credit Linked Notes or N^{th}-to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/or the Conditions Supplement will be adjusted as provided below); and

(vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (however described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the "**Universal Successor**") will be the sole Successor; and

(b) An entity may only be a Successor if:

(i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;

(ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and

(iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligation by way of a Sovereign Succession Event.

If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

For the purpose of this definition of "Successor", "succeed' means, with respect to the Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (i) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the "**Exchange Bonds or Loans**") that are exchanged for Relevant Obligations, and in either case, the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of this definition of "Successor", "succeeded" and "succession" shall be construed accordingly. In the case of an exchange offer, the determination required pursuant to

paragraph (a) of this definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.

"**Successor Backstop Date**" means for purposes of any Successor determination determined by DC Resolution, the date that is 90 calendar days prior to the Successor Resolution Request Date otherwise, the date that is 90 calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered not more than 14 calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

"**Successor Notice**" means an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email) and/or by telephone) to the Issuer that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined.

A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to paragraph (a) of the definition of Successor above. A Successor Notice shall be subject to the requirements regarding notices in Condition 9(q) (*Calculation Agent and Calculation Agent Notices*).

"**Successor Resolution Request Date**" means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

"**Surviving Reference Entity**" has the meaning given in Condition 9(k)(x) (*Succession*).

"**Trade Date**" means the date specified as such in the applicable Conditions Supplement.

"**Transaction Auction Settlement Terms**" means, following the occurrence of a Restructuring, if either Mod R Applicable or Mod Mod R Applicable is specified in the applicable Conditions Supplement, the Credit Derivatives Auction Settlement Terms with respect to the Auction which the Calculation Agent determines is the Auction with respect to the Notes.

"**Transaction Type**" means for the purposes of the application of the Physical Settlement Matrix to a Series of Notes where Physical Settlement Matrix Standard Terms is specified as applicable in the Conditions Supplement, each Reference Entity designated as one of the following in the Conditions Supplement:

(a) Standard North American Corporate;

(b) Standard European Corporate;

(c) Standard Australia Corporate;

(d) Standard New Zealand Corporate;

(e) Standard Japan Corporate;

(f) Standard Singapore Corporate;

(g) Standard Asia Corporate;

(h) Standard Asia Sovereign;

(i) Standard Emerging European & Middle Eastern Sovereign;

(j) Standard Japan Sovereign;

(k) Standard Australia Sovereign;

(l) Standard New Zealand Sovereign;

(m) Standard Singapore Sovereign;

(n) Standard Latin America Sovereign;

(o) Standard Western European Sovereign,

and any other Transaction Type which may be added to the Physical Settlement Matrix from time to time.

"**Trigger Percentage**" means the trigger percentage specified in the Conditions Supplement (or if no such trigger percentage is specified, 5.25 per cent.).

"**Undeliverable Obligation**" means a Deliverable Obligation included in the Asset Amount which, on the Physical Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions or market conditions or the non- receipt of any requisite consents with respect to the Delivery of Loans or non-delivery of an Asset Transfer Notice or any relevant information by a holder) it is impossible or illegal to Deliver on the Physical Settlement Date.

"**Underlying Obligation**" means, with respect to a guarantee, the obligation which is the subject of the guarantee.

"**Underlying Obligor**" means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

"**Unwind Costs**" means the amount specified in the applicable Conditions Supplement or if "Standard Unwind Costs" are specified in the applicable Conditions Supplement, an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, fees, charges, expenses (including loss of funding), tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption of the Notes and the related termination, settlement or reestablishment of any Hedging Arrangements, such amount to be apportioned *pro rata* amongst each principal amount of Notes in the Calculation Amount.

"**Valuation Date**" means:

(a) where Physical Delivery is specified as applying in the applicable Conditions Supplement and Condition 9(n) (*Partial Cash Settlement*) applies, the day falling three Business Days after the Final Delivery Date; or

(b) where Cash Settlement is specified as applying in the applicable Conditions Supplement,

(1) if Single Valuation Date is specified in the applicable Conditions Supplement, the date that is the number of Business Days specified in the Conditions Supplement (or, if the number of Business Days is not so specified, five Business Days) following the Event Determination Date (or if the Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard Event Determination Date, the day on which the DC Credit Event Announcement occurs) (or, if Cash Settlement is applicable pursuant to the Fallback Settlement Method in accordance with Condition 9(d) (*Auction Settlement*), the date that is the number of Business Days specified in the Conditions Supplement (or, if the number of Business Days is not so specified, five Business Days) following the relevant Auction Cancellation Date, if applicable or the relevant No Auction Announcement Date, if applicable); and

(2) if Multiple Valuation Dates is specified in the applicable Conditions Supplement, each of the following dates:

(i) the date that is the number of Business Days specified in the applicable Conditions Supplement (or, if the number of Business Days is not specified, five Business Days) following the Event Determination Date (or if the Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Event Determination Date above or paragraph (b)(i) of the definition of Non- Standard Event Determination Date, the day on which the DC Credit Event Announcement occurs) (or, if Cash Settlement is applicable pursuant to the Fallback Settlement Method in accordance with Condition 9(d) (*Auction Settlement*), the date that is the number of Business Days specified in the Conditions Supplement (or, if the number of Business Days is not so specified, five Business Days) following the relevant Auction Cancellation Date, if applicable or the relevant No Auction Announcement Date, if applicable); and

(ii) each successive date that is the number of Business Days specified in the applicable Conditions Supplement (or if the number of Business Days is not so specified, five Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When Multiple Valuation Dates is specified in the applicable Conditions Supplement, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Conditions Supplement (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the applicable Conditions Supplement, Single Valuation Date shall apply.

"**Valuation Method**":

(a) The following Valuation Methods may be specified in the applicable Conditions Supplement for a Series with only one Valuation Date:

(i) "**Market**" means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or

(ii) "**Highest**" means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date; or

(iii) "**Calculation Agent Determination**" means the fair value of the Valuation Obligation with respect to the Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner.

(b) If no such Valuation Method is specified in the applicable Conditions Supplement, the Valuation Method shall be Highest.

(c) The following Valuation Methods may be specified in the applicable Conditions Supplement for a Series with more than one Valuation Date:

(i) "**Average Market**" means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or

(ii) "**Highest**" means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or

(iii) "**Average Highest**" means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date; or

(iv) "**Average Calculation Agent Determination**" means the unweighted arithmetic mean of the fair values of the Valuation Obligation with respect to each Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner; or

(v) "**Highest Calculation Agent Determination**" means the highest fair value of the Valuation Obligation with respect to any Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner.

(d) If no such Valuation Method is specified in the Conditions Supplement, the Valuation Method shall be Average Highest.

Notwithstanding paragraphs (a) to (d) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Calculation Agent may at its option determine that the Valuation Method shall be Market or Average Market, as the case may be.

For the purposes of Condition 9(n) (*Partial Cash Settlement*), Valuation Method is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case, Valuation Method is deemed to be Market.

"**Valuation Obligation**" means one or more obligations, as selected by the Calculation Agent, provided such obligations(s) are either a Reference Obligation and/or would constitute a Deliverable Obligation (including, if applicable, the relevant Asset Package, Prior Deliverable Obligation and Package Observable Bond) as at the Valuation Date (and for the purposes of interpreting the Deliverable Obligation Category and the Deliverable Obligation Characteristics references to "Delivery Date" and "Physical Settlement Date" shall be read and construed as references to the Valuation Date).

"**Valuation Time**" means the time specified as such in the applicable Conditions Supplement or, if no time is so specified, 11.00 a.m. in the principal trading market for the Valuation Obligation.

"**Voting Shares**" means the shares or other interests that have the power to elect the Board of Directors or similar governing body of an entity.

"**Weighted Average Quotation**" means in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but, of a size at least equal to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

FORM OF CONDITIONS SUPPLEMENT

The applicable Conditions Supplement in relation to each issue of Notes shall be, or substantially be, in the form below.

CONDITIONS SUPPLEMENT

[Date]

DBS Bank Ltd
(Company Registration Number: 196800306E)
[Title of relevant Tranche/Series of Notes (specifying type of Notes) (the Notes)] issued pursuant to the U.S.$18,000,000,000 Structured Note Programme

This document constitutes the Conditions Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the Offering Circular dated 17 April 2024 (the **Offering Circular**). This Conditions Supplement is supplemental to and must be read in conjunction with such Offering Circular. The Notes will be issued on the terms of this Conditions Supplement read together with the Offering Circular. This Conditions Supplement may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions, replace or modify the Terms and Conditions for the purpose of the Notes described herein.

[The following language applies if any tranche of the Notes is intended to be "qualifying debt securities" (as defined in the Income Tax Act 1947 of Singapore):

Where interest, discount income, early redemption fee or redemption premium is derived from any Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act 1947 of Singapore (the "**ITA**") shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, early redemption fee or redemption premium derived from the Notes is not exempt from Singapore income tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

[**MIFID II 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 eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative market*] 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.][1]

[**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. *[Consider any negative market]* 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

[1] Consider including if any of the issuer/arranger/dealer/manager/underwriter/etc. considers itself to be a MiFID manufacturer in relation to the Notes being issued and parties have agreed to adopt the ICMA proposed proportionate "professional investors" only product governance approach (ICMA1). Not required if there is no MiFID manufacturer on the drawdown (even if there are MiFID distributors involved in the distribution).

market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][2]

PRIIPs REGULATION - 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 (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, 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, the "**Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, 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.

UK PRIIPS REGULATION - PROHIBITION OF SALES TO UK 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 ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (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**"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement the 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 (the "**UK Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

[**SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE NOTIFICATION** – [*To insert notice if classification of the Notes is not "capital markets products other than prescribed capital markets products", pursuant to Section 309B of the SFA or Specified 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).*][3]

[Include whichever of the following apply or specify as "Not Applicable" (N/A)]

[2] Consider including if any of the issuer/arranger/dealer/manager/underwriter/etc. considers itself to be a UK MiFIR manufacturer in relation to the Notes being issued and parties have agreed to adopt the ICMA proposed proportionate "professional investors" only product governance approach (ICMA1). Not required if there is no UK MiFIR manufacturer on the drawdown (even if there are UK MiFIR distributors involved in the distribution).

[3] Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

1.	[(i)]	Issuer	DBS Bank Ltd.
	(ii)	[Any other Paying Agent(s) and specified office:	[ ] [*Specify only if applicable*]]
2.	(i)	Series Number:	[ ]
		ISIN:	[ ]
		Common Code:	[ ]
		Legal Entity Identifier (LEI)	ATUEL7OJR5057F2PV266
	(ii)	Class of Notes:	
		(iii) Details of the Notes to which this Class of Notes relates including ranking of this Class in point of priority (if more than one Class):	[ ] *(If fungible with an existing Class and/or Series, details of that Class and/or Series, including the date on which the Notes become fungible)*
	(iv)	Tranche Number	
3.	Specified Currency or Currencies:		[ ]
4.	Aggregate Principal Amount:		
	-	Class:	[ ]
	-	Tranche:	[ ]
	-	Series:	[ ]
5.	Issue Price:		[In respect of each Note, [ ] per cent. of the Specified Denomination.]
6.	Specified Denomination(s):		[ ]
7.	(i)	Issue Date:	[ ]
	(ii)	Interest Commencement Date:	[Issue Date/other]
8.	Maturity Date:		[*Specify date*/Interest Payment Date falling in or nearest to [*specify month*]/*Specify other*]

9.	Interest Basis:	[[ ] per cent. Fixed Rate] [*specified reference rate*] +/- [ ] per cent. Floating Rate] [Zero Coupon] [Commodity Linked] [Credit Linked] [Currency Linked] [Equity Linked] [Index Linked] [Interest Rate Linked] [Combination - *specify*] [*specify other*] (further particulars specified below)
10.	Redemption Basis:	[Redemption at par] [Instalment] [Commodity Linked] [Credit Linked] [Currency Linked] [Equity Linked] [Index Linked] [Interest Rate Linked] [Combination - *specify*] [*specify other*]
11.	Form of the Notes:	[Bearer Form/Registered Form/Temporary/ Permanent](further particulars specified below)
12.	Automatic/optional change of Interest Basis or Redemption Basis:	[*Specify details of any provision for change of Notes into another Interest Basis or Redemption Basis*]
13.	Put/Call Options:	[Investor Put] [Issuer Call] [(further particulars specified below)]
14.	(i) Listing:	[SGX-ST/ *specify other*/ None]
	(ii) Listing Agent and specified office:	[ ]
15.	Tax Gross-Up:	[Condition 11(b) (*No Gross-Up*) applicable.] [*Specify Condition 11(a) (Gross-Up) if Issuer is liable to gross-up*]
16.	Method of issue:	[Non-syndicated] *(Specify "Syndicated" if the issue is on a syndicated basis)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

17. ISDA Determination:

- Floating Rate Option: [ ]
- Designated Maturity: [ ]
- Reset Date: [ ]

18. Screen Rate Determination:

- Relevant Quotation: [[ ]/Not Applicable]

- Reference Rate: [ ]
(*Either LIBOR, EURIBOR, the applicable RFR or any other applicable rate. If any other applicable rate is used, additional information may be required, including fallback provisions in the Agency Agreement and the Terms and Conditions of the Notes (including the applicable Conditions Supplement*))

- Interest Determination Date(s): [ ]
(*Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR, the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR. Where a Compounding Method is specified, if no Interest Determination Date is specified herein, the Interest Determination Date will be the last day of the Interest Period*)

- Relevant Screen Page: [[ ]/Not Applicable]
(*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)

- Reference Banks: [[ ]/Not Applicable]

- Relevant Time: [[ ]/Not Applicable]

- Compounding Method: [Not Applicable/ OIS Compounding/ Compounding with Lookback/ Compounding with Observation Period Shift/ Compounding with Lockout] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Original RFR: [ ] (*Specify the relevant overnight rate or other rate or benchmark to be used in connection with the Compounding Method or include provisions / details for determining the relevant rate or benchmark to be used,*

		including, where relevant, any fallback rate or benchmark and the circumstances/date from which such fallback rate or benchmark is to be used)
(ii)	Applicable Business Day:	[ ] (*If not specified, this will be a Business Day, but by reference to the principal financial centre for the relevant currency of the applicable RFR (rather than the Business Centre(s) specified herein)*)
		[Applicable/Not Applicable]
(iii)	Daily Capped Rate and/or Daily Floored Rate:	[[ ]/Not Applicable]
	(a) Daily Capped Rate:	[[ ]/Not Applicable]
	(b) Daily Floored Rate:	[*Give details*] (*If no Rounding Convention is specified herein, the resulting percentage will be rounded in accordance with Condition 3(d)(iii) (Margin, Maximum/Minimum Rates of Interest and Rounding)*)
(iv)	Rounding Convention:	
(v)	Methodology for determining the Daily Observed Rate in Condition 3(b)(III)(bb):	[*Give details*] (*If no methodology is specified here, an Original RFR, a Fixing Day and a Fixing Time should be specified for the purposes of Condition 3(b)(III)(bb)(ii))*
(vi)	Administrator:	[ ] (*Specify the relevant administrator(s) or provider(s) and the RFR to which it relates. If not specified, this will be the administrator for the Underlying Benchmark for such RFR or, if there is no administrator, the provider of the Underlying Benchmark for such RFR, or, in either case, any successor administrator or provider)*
(vii)	Fixing Day:	[ ] (*Specify the relevant Fixing Day and the RFR to which it relates. N.B. the Fixing Day can be defined by reference to the RFR Reset Date*)
(viii)	Fixing Time:	[ ] (*Specify the relevant Fixing Time and the RFR to which it relates*)
		[ ] (*Specify the relevant Temporary Non-Publication Trigger and*

(ix)	Temporary Non-Publication Trigger:	*the RFR to which it relates. If not specified, the trigger will be where the applicable Underlying Benchmark in respect of the day for which it is required for the purposes of Condition 3(b)(III) (Screen Rate Determination for Floating Rate Notes where a Compounding Method is specified) is not published by the applicable Administrator or an authorized distributor and is not otherwise provided by the applicable Administrator by either (a) the later of (I) the relevant RFR Reset Date and (II) the relevant applicable Fixing Day or (b) such other date on which the applicable Underlying Benchmark is required for the purposes of Condition 3(b)(III) (Screen Rate Determination for Floating Rate Notes where a Compounding Method is specified)*)
(x)	Temporary Non-Publication Fallback:	[ ] (*Specify the relevant Temporary Non-Publication Fallback and the RFR to which it relates. If not specified, the fallback for any day for which an applicable Underlying Benchmark is required for the purposes of Condition 3(b)(III) (Screen Rate Determination for Floating Rate Notes where a Compounding Method is specified) will be the last provided or published level of that applicable Underlying Benchmark*)
(xi)	Day Count Basis:	[ ] (*If no Day Count Basis is specified here, the Day Count Basis will be the denominator of the Day Count Fraction)*
(xii)	Lookback:	[Not Applicable/[●] Applicable Business Days] *(Only applicable if the Compounding Method is Compounding with Lookback. If this is applicable but is not specified, the default will be five (5) Applicable Business Days)*
(xiii)	Observation Period Shift:	[Not Applicable/[●] Observation Period Shift Business Days] *(Only applicable if the Compounding Method is Compounding with Observation Period Shift. If this is applicable but is not specified, the default will be five (5)*

			Observation Period Shift Business Days)
	(a)	Observation Period Shift Additional Business Day:	[Not Applicable/[●]] (*Specify the financial centre(s), e.g. Singapore, where relevant*) [Not Applicable/Applicable]
	(b)	Set-in-Advance:	[Not Applicable/[●] Lockout Period Business Days] *(Only applicable if the Compounding Method is Compounding with Lockout. If this is applicable but is not specified, the default will be five (5) Lockout Period Business Days)*
(xiv)	Lockout:		
(xv)	Lockout Period Business Day:		[ ] (*Specify the financial centre(s), e.g. Singapore. If no financial centre(s) are specified, the Lockout Period Business Day will be an Applicable Business Day*)
19.	Whether accrued but unpaid interest shall be payable upon redemption:		[Yes/No]

20.	**Fixed Rate Note Provisions**:		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub- paragraphs of this paragraph*)
	(i)	Rate(s) of Interest:	[ ] per cent. per annum [payable [annually/ semi-annually/quarterly] in arrear] (*If payable other than annually, consider amending Condition* 3 (*Interest*))
	(ii)	Interest Payment Date(s):	[ ] in each year [*adjusted in accordance with [specify Business Day Convention and any applicable Business Centre for the definition of Business Day*]/not adjusted]
	(iii)	Interest Period End Date:	[ ] [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day*]/not adjusted] *(Not applicable unless different from Interest Payment Date)*
	(iv)	Broken Amount(s):	[*Insert particulars of any initial or final broken interest amounts which do not correspond with the Interest Amount*], payable on the Interest Payment Date falling [in/or] [ ]
	(v)	Business Day Convention:	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[*specify other*]]
	(vi)	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) Actual/365 (Fixed) Actual/360 30/360, 360/360 or Bond Basis 30E/360 or Eurobond Basis 30E/360 (ISDA) Actual/Actual-ICMA *Other*]
	(vii)	Determination Date(s):	[ ] in each year [*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a*

		long or short first or last coupon] (*NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration and is only relevant where Day Count Fraction is Actual/Actual (ICMA)*).
(viii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[None/*Give details*]

21.	**Floating Rate Note Provisions:**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub- paragraphs of this paragraph)*
	(i)	Interest Payment Date(s):	[ ] [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day*]/not adjusted]
	(ii)	Interest Period End Date:	[ ] [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day*]/not adjusted] *(Not applicable unless different from Interest Payment Date)*
	(iii)	Business Day Convention:	[Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/ [*specify other*]]
	(iv)	Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination/ISDA Determination/*specify other*] [payable in arrear]
	(v)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Calculation Agent):	[ ]
	(vi)	Margin(s):	[+/-] [ ] per cent. per annum
	(vii)	Rate of interest:	[[ ] per cent. per annum/Not Applicable]
	(viii)	Minimum Rate of Interest:	[[ ] per cent. per annum/Not Applicable]
	(ix)	Maximum Rate of Interest:	[[ ] per cent. per annum/Not Applicable]
	(x)	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) Actual/365 (Fixed) Actual/360 30/360, 360/360 or Bond Basis 30E/360 or Eurobond Basis 30E/360 (ISDA) Actual/Actual-ICMA *Other*]
			[ ]

	(xi)	Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Terms and Conditions:	
22.	**Zero Coupon Note Provisions**:		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub- paragraphs of this paragraph)*
	(i)	Accrual Yield:	[ ]
	(ii)	Reference Amount:	[ ]
	(iii)	Any other formula/basis of determining Amortised Face Amount payable:	[ ] *(Consider applicable Day Count Fraction if euro denominated)*
23.	**Commodity Linked Interest Note Provisions:**		[Applicable/Not Applicable] *(if applicable, give or annex details)* *[The provisions for Commodity Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement]*
24.	**Credit Linked Interest Note Provisions:**		[Applicable/Not Applicable] *(if applicable, give or annex details)* *[The provisions for Credit Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement]*

25.	**Currency Linked Interest Note Provisions:**		[Applicable/Not Applicable] *(if applicable, give or annex details)* *[The provisions for Currency Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement]*
	(i)	Interest Payment Date(s):	[ ] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day]/not adjusted*]
	(ii)	Interest Period End Date:	[ ] [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day]/not adjusted*] *(Not applicable unless different from Interest Payment Date)*
	(iii)	Rate of Exchange/method of calculating Rate of Exchange:	[*give details*]
	(iv)	Calculation Agent, if any, responsible for calculating the principal and/or interest payable:	[ ]
	(v)	Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[ ]

	(vi)	Person at whose option Specified Currency(ies) is/are payable:	[ ]
	(vii)	Business Day Convention:	[Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention/[*specify other*]]
	(viii)	Minimum Rate of Interest:	[[ ] per cent. per annum/Not Applicable]
	(ix)	Maximum Rate of Interest:	[[ ] per cent. per annum/Not Applicable]
	(x)	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) Actual/365 (Fixed) Actual/360 30/360, 360/360 or Bond Basis 30E/360 or Eurobond Basis 30E/360 (ISDA) Actual/Actual-ICMA *Other*]
	(xi)	Other terms relating to the method of calculating interest for Currency Linked Interest Note provisions:	[None*/Give details*]
26.	**Equity Linked Interest Note Provisions:**		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub- paragraphs of this paragraph)* [*The provisions for Equity Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*]
	(i)	Formula for calculating interest rate including back up provisions:	[*Give or annex details*] [payable in arrear]
	(ii)	Interest Payment Date(s):	[ ]
	(iii)	Interest Period End Date:	[ ] *(Not applicable unless different from Interest Payment Date)*
	(iv)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]

(v)	Minimum Rate of Interest:	[[ ] per cent. per annum/Not Applicable]
(vi)	Maximum Rate of Interest:	[[ ] per cent. per annum/Not Applicable]
(vii)	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) Actual/365 (Fixed) Actual/360 30/360, 360/360 or Bond Basis 30E/360 or Eurobond Basis 30E/360 (ISDA) Actual/Actual-ICMA Other]
(viii)	Other terms relating to the method of calculating interest for Equity Linked Interest Notes:	[None/*Give details*]

27.	**Index Linked Interest Note Provisions:**		[Applicable/Not Applicable] (If not applicable, delete the remaining sub- paragraphs of this paragraph) [*The provisions for Index Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*]
	(i)	Formula for calculating interest rate including back up provisions:	[*Give or annex details*] [payable in arrear]
	(ii)	Interest Payment Date(s):	[ ]
	(iii)	Interest Period End Date:	[ ] (*Not applicable unless different from Interest Payment Date*)
	(iv)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]
	(v)	Minimum Rate of Interest:	[[ ] per cent. per annum/Not Applicable]
	(vi)	Maximum Rate of Interest:	[[ ] per cent. per annum/Not Applicable]
	(vii)	Day Count Fraction:	[Actual/365 or Actual/Actual (ISDA) Actual/365 (Fixed) Actual/360 30/360, 360/360 or Bond Basis 30E/360 or Eurobond Basis 30E/360 (ISDA) Actual/Actual-ICMA Other]
	(viii)	Other terms relating to the method of calculating interest for Index Linked Interest Notes:	[None/*Give details*]

28.	**Interest Rate Linked Interest Note Provisions:**	[Applicable/Not Applicable] (*if applicable, give or annex details*) [*The provisions for Interest Rate Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*]

PROVISIONS RELATING TO REDEMPTION

29.	**Issuer Call:**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub- paragraphs of this paragraph)*
(i)	Optional Redemption Date(s):	[ ]
(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[ ]
(iii)	If redeemable in part:	
	(a) Minimum Redemption Amount:	[ ]
	(b) Higher Redemption Amount:	[ ]
(iv)	Notice period (if other than as set out in the Terms and Conditions):	[ ]
30.	**Investor Put:**	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub- paragraphs of this paragraph*)
(i)	Optional Redemption Date(s):	[ ]
(ii)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s):	[ ]
(iii)	Notice period (if other than as set out in the Terms and Conditions):	[ ]
(iv)	Terms of redemption:	[ ]
(v)	If redeemable in part:	[ ]
	(a) Minimum Redemption Amount:	[ ]
	(b) Higher Redemption Amount:	[ ]

31.	Final Redemption Amount for each Note, including the method, if any, of calculating the same:	[Par/*specify amount or details including party responsible for calculation. NB: fallback provisions must be inserted*]
32.	Banking Event and Currency Event:	[Applicable/Not Applicable]
	- [Relevant Jurisdiction:]	[ ]
	- Settlement Currency:	[ ]
	- Alternate Currency:	[ ]
33.	Currency Hedging Disruption Event:	[Applicable/Not Applicable]
34.	Governmental Event:	[Applicable/Not Applicable]
	- [Relevant Jurisdiction:]	[ ]
35.	Illegality:	[Applicable/Not Applicable]
35A.	Regulatory Event:	[Applicable/Not Applicable]
36.	Details relating to Instalment Notes:	[Applicable/Not Applicable]
	(i) Instalment Amount:	[ ]
	(ii) Instalment Date(s):	[ ]
37.	(i) Early Redemption Amount(s) for each Note payable on redemption for taxation reasons, on Event of Default or any other Condition as specified herein and/or the method, if any, of calculating the same:	[*Specify amount or details including party responsible for calculation*] [*Specify any other Conditions to which Early Redemption Amount(s) applies*]
	(ii) Early Redemption Date:	[Specify]
38.	Whether the Issuer is able to purchase any of the Notes pursuant to Condition 10 (*Purchase*):	[Yes/No]
39.	Method of selecting the Notes or, if applicable, the Book-Entry Interests, to be redeemed in the case of a partial redemption of any Class or Series of Notes:	[To be selected individually by lot/to be selected in accordance with the order of priorities relating to the repayment of principal of the Notes and, within any Class of Notes, on a *pari passu* basis/ Not Applicable]
40.	Other terms applicable on redemption:	[ ]

41.	**Commodity Linked Redemption Note Provisions:**	[Applicable/Not Applicable] (*if applicable, give or annex details*) [*The provisions for Commodity Linked Redemption Notes may be set out below and/ or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*]

42.	**Credit Linked Redemption Note Provisions:**		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub- paragraphs of this paragraph*)
	(i)	Type of Notes:	[Single Name Credit Linked Notes/ First-to-Default Credit Linked Notes/ Nth-to-Default Credit Linked Notes*/ other**] *[*Where the Notes are Nth-to-Default Credit Linked Notes, specify the value of N, e.g. "Second-to-Default Credit Linked Notes"]* *[**If Credit Linked Notes of a type other than covered by Condition* 9 (*Credit Linked Notes*) *are being issued then applicable additional provisions will need to be set out in full in this Conditions Supplement]*
	(ii)	Credit Derivatives Physical Settlement Matrix:	
		(a) Physical Settlement Matrix Standard Terms:	[Applicable/Not Applicable] *[Condition 9(o) (Transaction Type Standard Terms). The Physical Settlement Matrix Standard Terms can apply to a Physically Settled, Cash Settled or Auction Settled Note]*
		(b) Version of Physical Settlement Matrix:	The "Credit Derivatives Physical Settlement Matrix" as published by ISDA on [●], a copy of which is appended to this Conditions Supplement *[If Applicable, append the version of the Physical Settlement Matrix which is being used to this Conditions Supplement]*
	(iii)	Trade Date:	[ ]
	(iv)	Calculation Amount:	[ ]
	(v)	Calculation Agent responsible for making calculations and determinations pursuant to Condition 9 (*Credit Linked Notes*):	[ ]
	(vi)	Calculation Agent City:	[ ]

(vii)	Business Day for the purposes of Condition 9 (*Credit Linked Notes*) only:	
	(a) Specified Business Centre:	[ ]
	(b) TARGET:	[Applicable/Not Applicable]
(viii)	Business Day Convention:	[ ]
(ix)	Reference Entities comprising the Reference Portfolio:	[ ]
(x)	Reference Entity(ies):	[ ]
	(a) Transaction Type(s):	[ ] [Not Applicable] [*Specify Transaction Type(s) where "Physical Settlement Matrix Standard Terms" is applicable*]
	(b) Financial Reference Entity Terms:	[Applicable]/[Not Applicable]
	(c) Subordinated European Insurance Terms:	[Applicable]/[Not Applicable]
	[If more than one Reference Entity, insert the following:	
	1. [Reference Entity 1:	[ ]
	(a) Transaction Type(s):	[ ] [Not Applicable] [*Specify Transaction Type(s) where "Physical Settlement Matrix Standard Terms" is applicable*]]
	2. [Reference Entity 2:	[ ] (Reference Entity 2)

	(a) Transaction Type(s):	[ ] [Not Applicable] [*Specify Transaction Type(s) where "Physical Settlement Matrix Standard Terms" is applicable*] [*NB complete and number accordingly in relation to additional Reference Entities. Also repeat relevant information in respect of each Reference Entity, specifying "In relation to Reference Entity [1]" or similar in relation to the relevant information.*]
(xi)	Seniority Level:	[Senior Level]/[Subordinated Level]
(xii)	Sovereign No Asset Package Delivery:	[Applicable/Not Applicable]
(xiii)	Fixed Number of Reference Entities:	[Applicable/Not Applicable]
(xiv)	Reference Obligation(s):	[ ]
	[The obligation[s] identified as follows:	
	(a) Primary Obligor:	[ ]
	(b) Guarantor:	[ ]
	(c) Maturity:	[ ]
	(d) Coupon:	[ ]
	(e) CUSIP/ISIN:	[ ]
	(f) [Seniority:	[ ]]]
(xv)	Standard Reference Obligation:	[Applicable/Not Applicable]
(xvi)	All Guarantees:	[With respect to each Reference Entity, as specified in the Physical Settlement Matrix] or [Applicable/Not Applicable]
(xvii)	Credit Events:	[As per Physical Settlement Matrix] [Bankruptcy] [Failure to Pay] [Grace Period Extension:] [Applicable/Not Applicable] [If Applicable: Grace Period: [ ] calendar days] [Obligation Acceleration] [Obligation Default] [Repudiation/Moratorium] [Restructuring]

[Provisions relating to Restructuring Credit Event: [Mod R] [Mod Mod R]
[Multiple Holder Obligation: [Applicable/ Not Applicable]]
[Governmental Intervention]
[CoCo Supplement: [Applicable/Not Applicable]
Trigger Percentage: [ ]]
[*other*]

Default Requirement: [ ]
Payment Requirement: [ ]

(xviii) Credit Event Backstop Date: [Applicable/Not Applicable]

(xix) Event Determination Date: Credit Event Notice
(N.B. The Credit Event Notice will be delivered by the Calculation Agent to the Issuer. Upon receipt of the Credit Event Notice, the Issuer will give notice to Noteholders as soon as practicable in accordance with Condition 17 (Notices).)

Notice of Publicly Available Information
[Applicable/Not Applicable]

[If Applicable:
Public Source(s): [ ]
Specified Number: [ ]]

[Other Physical Settlement Matrix Standard Terms apply (if any)]

(xx) Obligation(s):

Obligation Category:	[With respect to each Reference Entity, as specified in the Physical Settlement Matrix] or [*select one only*]: [Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan]
Obligation Characteristics:	[With respect to each Reference Entity, as specified in the Physical Settlement Matrix] or [*select all of which apply*] [Not Subordinated] [Specified Currency: [specify currency/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency:] [Domestic Currency means: [specify currency]] [Not Domestic Law] [Listed] [Not Domestic Issuance]

(xxi)	Provisions relating to Monoline Insurer as Reference Entity:	[Applicable/Not Applicable]/Condition 9(p) (*Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)"*)
(xxii)	Provisions relating to LPN Reference Entities:	[Applicable/Not Applicable]/Condition 9(t) (*Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)*)
	Additional Obligation:	[ ]
(xxiii)	Excluded Obligation(s):	[ ]
(xxiv)	Settlement:	
	(a) Settlement Method:	[Cash Settlement/Physical Settlement/ Auction Settlement]
	(b) Fallback Settlement Method:	[Cash Settlement/Physical Settlement/ Auction Settlement]
(xxv)	Accrual of Interest upon Credit Event:	[Applicable/Not Applicable]
(xxvi)	Merger Event:	[Applicable/Not Applicable]
(xxvii)	Unwind Costs:	[ ] [Specify Amount] [Standard Unwind Costs/Not Applicable]
(xxviii)	Scheduled Maturity Date:	[ ]
Terms relating to Cash Settlement		*(If not applicable, specify sub-paragraph (xxix) to (xxxix) as Not Applicable)*
(xxix)	Credit Event Redemption Amount:	[*Specify amount*] [Express per Calculation Amount] or [*As specified in Condition 23 (Definitions)*] [*If applicable, insert the following*: The Credit Event Redemption Amount in respect of each Calculation Amount shall be rounded to the nearest 0.01 in the Specified Currency with 0.005 rounded [up][down]wards]
(xxx)	Credit Event Redemption Date:	[[ ] Business Days] or [As specified in Condition 23 (*Definitions*)]

(xxxi)	Valuation Date:	[Single Valuation Date: [ ] Business Days] [Multiple Valuation Dates: [ ] Business Days; and each [ ] Business Days thereafter. Number of Valuation Dates: [ ]]
(xxxii)	Valuation Time:	[ ]
(xxxiii)	Quotation Method:	[Bid/Offer/Mid-market]
(xxxiv)	Quotation Amount:	[[ ]/Representative Amount]
(xxxv)	Minimum Quotation Amount:	[ ]
(xxxvi)	Quotation Dealers:	[ ]
(xxxvii)	Quotations:	[Include Accrued Interest/Exclude Accrued Interest]
(xxxviii)	Valuation Method	[Market/Highest/ Calculation Agent Determination] [Average Market/ Highest/ Average Highest/ Average Calculation Agent Determination] [Highest Calculation Agent Determination]
(xxxix)	Valuation Obligation(s):	

The following Deliverable Obligation Category and Deliverable Obligation Characteristics shall apply:

(a)	Deliverable Obligation Category:	[With respect to each Reference Entity, as specified in the Physical Settlement Matrix] or [*select one only*] [Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan]
(b)	Deliverable Obligation Characteristics	[With respect to each Reference Entity, as specified in the Physical Settlement Matrix] or

[*select all of which apply*]
[Not Subordinated]
[Specified Currency:
[*specify currency*/ Standard Specified Currency]]
[Not Sovereign Lender]
[Not Domestic Currency]
[Domestic Currency means:
[*specify currency*]]
[Not Domestic Law]
[Listed]
[Not Domestic Issuance]
[Assignable Loan]
[Consent Required Loan]
[Direct Loan Participation]
[Qualifying Participation Seller: *insert details*]
[Transferable]
[Maximum Maturity: [*insert Maximum Maturity in years*]]
[Accelerated or Matured]
[Not Bearer]

	(c) Excluded Deliverable Obligation(s):	[ ] [Not Applicable]
Other terms or special conditions:		[ ]
Terms relating to Physical Delivery		*(If not applicable, specify sub-paragraphs (xl) to (xlix) as Not Applicable)*
(xl)	Physical Settlement Period:	[With respect to each Reference Entity, as specified in the Physical Settlement Matrix] [Not Applicable] or [ ] Business Days
(xli)	Asset Amount:	[Include Accrued Interest/ Exclude Accrued Interest] [Not Applicable]
(xlii)	Settlement Currency:	[ ] [Not Applicable]
(xliii)	Deliverable Obligations:	
	Deliverable Obligation Category:	[With respect to each Reference Entity, as specified in the Physical Settlement Matrix] [Not Applicable] or [*select one only*] [Payment] [Borrowed Money] [Reference Obligation Only] [Bond] [Loan] [Bond or Loan]
	Deliverable Obligation Characteristics: *(select all of which apply)*	[With respect to each Reference Entity, as specified in the Physical Settlement Matrix] [Not Applicable] or [*select all of which apply*] [Not Subordinated] [Specified Currency: [specify currency/Standard Specified Currency] [Not Sovereign Lender] [Not Domestic Currency] [Domestic Currency means: [specify currency]]

		[Not Domestic Law] [Listed] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Qualifying Participation Seller: insert details] [Transferable] [Maximum Maturity: [ ]] [Accelerated or Matured] [Not Bearer]
	Asset Package Delivery:	[Applicable/Not Applicable]
	Excluded Deliverable Obligation(s):	[ ] [Applicable/Not Applicable]
(xliv)	Indicative Quotations:	[Applicable/Not Applicable]
(xlv)	Partial Cash Settlement of Consent Required Loans:	[Applicable/Not Applicable]
(xlvi)	Partial Cash Settlement of Assignable Loans:	[Applicable/Not Applicable]
(xlvii)	Cut-Off Date:	[ ]
(xlviii)	Delivery provisions for Asset Amount (including details of the party making such delivery) if different from the Terms and Conditions:	[ ] [Not Applicable]
(xlix)	Other terms or special conditions:	[ ] [Not Applicable]
Terms relating to Reference Obligation Only Notes		
(l)	Reference Obligation Only Termination Amount:	[ ] [Not Applicable]
Terms relating to Auction Settlement		
(li)	Auction Credit Event Redemption Amount:	[Express per Calculation Amount] *or* [As specified in Condition 23 (*Definitions*)]
(lii)	Auction Credit Event Redemption Date:	[ ] *or* [As specified in Condition 23 (*Definitions*)]
Adjustments following a Constraint Event		
(liii)	Constraint Events:	

	(a)	Constraint Event provisions:	[Applicable/Not Applicable] *(If not applicable, delete the following sub- paragraph Type of Constraint Event)*
	(b)	Constraint Event Early Redemption:	[Applicable/Not Applicable]
(liv)	Type of Constraint Event:		
	(a)	General Inconvertibility:	[Applicable/Not Applicable] If applicable: Relevant Jurisdictions [*give details*] Local Currency [*give details*]
	(b)	Specific Inconvertibility:	[Applicable/Not Applicable] If applicable: Reference Entity [*give details*] Relevant Jurisdictions [*give details*] Local Currency [*give details*]
	(c)	General Non-Transferability:	[Applicable/Not Applicable] If applicable: Relevant Jurisdictions [*give details*] Local Currency [*give details*]
	(d)	Specific Non-Transferability:	[Applicable/Not Applicable] If applicable: Reference Entity [*give details*] Relevant Jurisdictions [*give details*] Local Currency [*give details*]
	(e)	Nationalisation:	[Applicable/Not Applicable] If applicable: Reference Entity [*give details*] Relevant Jurisdictions [*give details*]

	(f)	Hedging Disruption:	[Applicable/Not Applicable]
	(g)	Downgrade	[Applicable/Not Applicable] If applicable: Downgrade Obligation [Reference Obligation/*give details*] Specified Rating [*give details*] Rating Agency [*give details*] [If more than one Downgrade Obligation, repeat in relation to each such Downgrade Obligation]
	Adjustments following a Succession Date		
	(lv)	Calculation Agent Determination:	[Applicable/Not Applicable]
43.	**Currency Linked Redemption Note Provisions:**		[Applicable/Not Applicable] (*if applicable, give or annex details*) [*The provisions for Currency Linked Redemption Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*]
44.	**Equity Linked Redemption Note Provisions:**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph)*
	(i)	Whether the Notes relate to a basket of shares (**Shares**) or units (**Units**) or a single Share or Unit (each an **Underlying Equity**) and the identity of the relevant issuer(s) of the Underlying Equity/Equities (each an **Equity Issuer**):	[Basket of Underlying Equities/Single Underlying Equity] [(*Give or annex details*)]
	(ii)	Whether redemption of the Notes will be by (a) Cash Settlement or (b) Physical Settlement or (c) Cash Settlement and/ or Physical Settlement:	[Cash Settlement/Physical Settlement/ Cash Settlement and/or Physical Settlement] (*If Cash Settlement and/or Physical Settlement specified, specify details for determining in what circumstances Cash Settlement or Physical Settlement will apply*)

(iii)	Calculation Agent responsible for making calculations pursuant to Condition 7 *(Equity Linked Notes):*	[ ]
(iv)	Exchange(s):	[ ](For information on the relevant Equity Issuer, noteholders may refer to announcements released by such Equity Issuer on the Relevant Exchange)
(v)	Related Exchange:	[ ]
(vi)	Potential Adjustment Events:	[Applicable/Not Applicable]
(vii)	Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency and Insolvency Filing:	[Applicable/Not Applicable]
(viii)	Extraordinary Fund Event:	[Applicable/Not Applicable]
(ix)	Change in Law:	[Applicable/Not Applicable]
(x)	Increased Cost of Hedging:	[Applicable/Not Applicable]
(xi)	Loss of Stock Borrow:	[Applicable/Not Applicable]
	(a) Maximum Stock Loan Rate:	[ ]
(xii)	Increased Cost of Stock Borrow:	[Applicable/Not Applicable]
	(a) Initial Stock Loan Rate:	[ ]
(xiii)	Hedging Disruption:	[Applicable/Not Applicable]
(xiv)	Substitution of Underlying Equities pursuant to Condition 7(d) (*Substitution of Underlying Equities*):	[Applicable/Not Applicable]
	(a) Early Redemption Amount for redemption pursuant to Condition 7(c) (*Adjustments for Underlying Equities*):	[As defined in Condition 23 (*Definitions*)/ *Express per lowest Specified Denomination*/Not Applicable]
	(b) Early Redemption Date:	[ ]
(xv)	Reference Price:	[ ]
(xvi)	Valuation Date:	[ ]
(xvii)	Valuation Time:	[ ]
(xviii)	Strike Price:	[ ]
(xix)	Exchange Rate:	[Applicable/Not Applicable]

			[*Insert details*]
	(xx)	Disrupted Day:	[Applicable/Not Applicable] [*If applicable consider provisions for calculation of the Reference Price if a Disrupted Day occurs*]
	(xxi)	Disruption Cash Settlement Price:	[ ]
	(xxii)	Adjustment for Hedging Costs in relation to Disruption Cash Settlement Price:	[Applicable/Not Applicable] (Note that this item relates to the payment of Hedging Costs when determining the Disruption Cash Settlement Price following a Settlement Disruption Event only.)
	(xxiii)	Multiplier for each Underlying Equity comprising the basket (which is subject to adjustment as set out in Condition 7 (*Equity Linked Notes*)):	[*Insert details*/Not Applicable]
	(xxiv)	Relevant Assets:	[*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery*]
	(xxv)	Asset Amount:	[*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery*]
	(xxvi)	Cut-off Date:	[*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery*]
	(xxvii)	Delivery provisions for Asset Amount (including details of the party making such delivery) if different from the Terms and Conditions:	[*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery*]
	(xxviii)	Market Disruption Event:	[Applicable/Not Applicable] [*If applicable consider provisions for calculation of the Reference Price if a Market Disruption Event occurs*]
	(xxix)	Other terms or special conditions:	[ ]
45.	**Index Linked Redemption Note Provisions:**		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph)*
	(i)	Whether the Notes relate to a basket of indices or a single index (each an **Index**) and the identity of the relevant issuer(s) of the relevant Index/Indices and details	[Basket of Indices/Single Index] [(*Give or annex details*)]

	of the relevant sponsors (each an **Index Sponsor**):	
(ii)	Whether redemption of the Notes will be by (a) Cash Settlement or (b) Physical Settlement or (c) Cash Settlement and/ or Physical Settlement:	[Cash Settlement/Physical Settlement/Cash Settlement and/or Physical Settlement] (*If Cash Settlement and/or Physical Settlement specified, specify details for determining in what circumstances Cash Settlement or Physical Settlement will apply*)
(iii)	Calculation Agent responsible for making calculations pursuant to Condition 8 (*Index Linked Notes*):	[ ]
(iv)	Exchange(s):	[ ]
(v)	Related Exchange:	[ ]
(vi)	Change in Law:	[Applicable/Not Applicable]
(vii)	Increased Cost of Hedging:	[Applicable/Not Applicable]
(viii)	Hedging Disruption:	[Applicable/Not Applicable]
(ix)	Early Redemption Amount for redemption pursuant to Condition 8(b) (*Adjustments for Indices*):	[As defined in Condition 23 (*Definitions*)/ *Express per lowest Specified Denomination*/ Not Applicable]
(x)	Reference Price:	[ ]
(xi)	Valuation Date:	[ ]
(xii)	Valuation Time:	[ ]
(xiii)	Strike Price:	[ ]
(xiv)	Disrupted Day:	[Applicable/Not Applicable] [*If applicable consider provisions for calculation of the Reference Price if a Disrupted Day occurs*]
(xv)	Market Disruption Event:	[Applicable/Not Applicable] [If applicable consider provisions for calculation of the Reference Price if a Disrupted Day occurs]
(xvi)	Multiplier for each Index comprising the basket:	[*Insert details*/Not Applicable]
(xvii)	Index Disclaimer:	[Applicable/Not Applicable]

	(xviii) Replacement of Affected Index under Condition 8(b)(ii) (*Modification and Cessation of Calculation of an Index*):	[Applicable/Not Applicable]
	(xix) Other terms or special conditions:	[ ]
46.	**Interest Rate Linked Redemption Note Provisions:**	[Applicable/Not Applicable] (*if applicable, give or annex details*) [*The provisions for Interest Rate Linked Redemption Notes may be set out below and/ or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*]
	GENERAL PROVISIONS APPLICABLE TO THE NOTES	
47.	Notes to be represented on issue by a Temporary Global Note or a Permanent Global Note:	[[Temporary/Permanent] Global Note/ Not Applicable]
48.	[Provisions for exchange of Temporary Global Notes:]	[Exchangeable for a Permanent Global Note, which is exchangeable for Bearer Notes in definitive form [on 60 days' notice given at any time/only upon an Exchange Event].] [Temporary Global Note exchangeable for Bearer Notes in definitive form on or after the Exchange Date.] [Not Applicable]
49.	Provisions for exchange of Permanent Global Notes:	[Permanent Global Note exchangeable for Registered Notes in definitive form only upon an Exchange Event.]
50.	Financial Centre(s) or other special provisions relating to Payment Days:	[*give details*] (*Note that this item relates to the date and place of payment*)
51.	Business Centre(s) or other special provisions relating to Business Days:	For the purposes of determining the Record Date, Singapore. For all other purposes, [*give details*]
52.	Talons for future Coupons or Receipts to be attached to Notes in definitive form (and dates on which such talons mature):	[Yes/No. If yes, give details]
53.	Redenomination applicable:	Redenomination [not] applicable [(*if Redenomination is applicable, specify the terms of the redenomination*

		in an Annex to the applicable Conditions Supplement)]
54.	Ratings:	[S&P Global Ratings /Moody's Investors Service, Inc. / Fitch Ratings Ltd./ specify other]
55.	Note subject to withholding under Section 871(m) of the Code:	[Yes / No]
56.	Use of Proceeds:	[The Issuer is free to use the proceeds from the issue of Notes. The proceeds from the issue of Notes will be used for the general corporate purposes of the Issuer.]
57.	Governing law:	[Singapore/English]
58.	Other terms or special conditions:	[Not Applicable/give details]
59.	Additional U.S. federal income tax considerations:	[The Notes are [not] Specified Notes for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the Notes will be available from [give name(s) and address(es) of Issuer contact].] [(*If the Notes are Specified Notes, include the "Additional information" sentence and provide the appropriate contact information at the Issuer.*)]
	DISTRIBUTION	
60.	Name of relevant Dealer:	[Not Applicable] (Specify names if applicable)
61.	Name of relevant Distributor:	[Not Applicable] (Specify names if applicable)
62.	Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable:	[TEFRA D/TEFRA C/TEFRA not applicable]
63.	Additional selling restrictions:	[Not Applicable/give details]
64.	Buy Back Arrangements	[Applicable/Not Applicable] (If applicable, give details)
	[Market Agent:	[Specify Market Agent only if applicable]]
	OPERATIONAL INFORMATION	

65.	Notes to be held outside any Clearing Systems or specify any Clearing System(s); If Clearing System(s) other than CDP or Euroclear and Clearstream, include the relevant identification number(s):	[Notes to be held outside Clearing Systems/give name(s) of Clearing System and number(s)/Not Applicable]
66.	Delivery:	Delivery [against/free of] payment
67.	Additional Paying Agent(s) (if any):	[ ]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Conditions Supplement.

Acceptance on behalf of the Issuer of

the terms of the Conditions Supplement

For and on behalf

of DBS BANK LTD.

By .....

[*Insert risk factors specific to the Series of Notes*]

SUBSCRIPTION PROCEDURES

Unless otherwise specified in the applicable Issue Document, the Issuer will sell Notes directly to the investors of the Notes.

DBS Bank Ltd. has been appointed by the Issuer as an initial Dealer under the Programme. Other Dealers may be appointed from time to time in respect of any issue of Notes. DBS Bank Ltd., in its capacity as a Dealer, may be the initial subscriber for the entire issue of any Notes on the relevant issue date.

DBS Bank Ltd. may on its own or, together with any other Dealer(s) and any Market Agent, enter into arrangements with one or more other Distributors in connection with each issue of Notes for the purpose of the on-sale of such Notes. DBS Bank Ltd. may pay a Distributor certain commissions calculated by reference to the amount of Notes on-sold by such Distributor.

In order to invest in the Notes, the investor must have, or open an account in connection with his investment in the Notes with DBS Bank Ltd. or the relevant Distributor (where applicable) or otherwise have existing arrangements in place for such Notes to be held in custody with an accountholder (or indirect accountholder) of Euroclear, Clearstream or CDP.

Where a Distributor has been appointed in connection with any Series of Notes

Where DBS Bank Ltd. has entered into arrangements with one or more Distributors in relation to any Series of Notes, the identities and respective contact details of the Distributor(s), if applicable, will be included in the applicable Issue Document and will also be made available to prospective investors upon request at the office of the Arranger in Singapore (the address of which is set out in the section on "Corporate Information" in this Offering Circular) during normal business hours on any weekday for so long as any Notes remain outstanding.

Prospective investors are advised that arrangements for the purchase by them of any Notes as part of the initial issue of a Series of Notes (including, without limitation, arrangements regarding the time and method of payment of the purchase price for any Notes, the amount of the charges to be levied by a Distributor, the opening and closing period (if any) for placing an order for any Notes and the arrangements for refund or payment of additional sums) will be as separately agreed between the prospective investors and the relevant Distributor and will be subject to the relevant Distributor's terms and conditions relating to such arrangements. Each Distributor may impose different arrangements relating to the purchase of Notes and prospective investors should contact the relevant Distributor for information relating to such arrangements.

It is important that prospective investors familiarise themselves with, and ensure that they understand and accept, the terms and conditions imposed by the relevant Distributor.

BUY BACK ARRANGEMENTS

The applicable Issue Document will describe the buy back arrangements (if any) to be implemented in connection with an issue of Notes, including the identity of the Market Agent who will conduct such buy back activities and the extent thereof. Investors are therefore advised to read the applicable Issue Document for a description of the circumstances (if any) in which they will be able to sell their Notes, or if applicable, purchase further Notes, after the relevant issue date. The buy back arrangements (if any) will be conducted by the Market Agent in compliance with applicable laws and regulations.

The Market Agent, if specified in the applicable Issue Document, intends, but is under no obligation to, buy back Notes. In this capacity, it intends to quote, on a best efforts basis, a price at which it is willing to purchase Notes. The prices quoted by the Market Agent will be by reference to one Note and will be expressed as a percentage of the principal amount of one Note. Prices quoted by the Market Agent will be determined by the Market Agent in its absolute discretion. Such prices, and the trading value of Notes, may be equal to, higher or lower than the Issue Price (as specified in the applicable Issue Document) of such Notes, and will vary depending on many factors.

These buy back arrangements, if specified in the applicable Issue Document, are on a reasonable efforts basis and do not assure liquidity for Notes. There can be no assurance that the Market Agent will buy back Notes, or if it does so, that it will continue to do so. Accordingly, there can be no assurance that investors will have access to a firm buy back price for Notes in a principal amount which investors may wish to sell.

WHERE NOTES ARE HELD AND TRADED THROUGH A CLEARING SYSTEM

Notes may be held and traded through Euroclear, Clearstream, CDP and/or such other Clearing System, as specified in the applicable Issue Document. For the purpose of payments and notices made by the Issuer to Noteholders of such Notes, such payments and notices will be given to the relevant Clearing System (for notices in respect of Notes held through CDP, subject to the agreement of CDP) for communication and delivery to entitled accountholders. For the purpose of payments and notices made by the Noteholders of such Notes to the Issuer, such payments and notices will be given by entitled accountholders of the relevant Clearing System (for Notes held through CDP, subject to the agreement of CDP) for communication and delivery to the Issuer. Where applicable, the relevant Distributor or other custody provider (as a direct or an indirect participant to the relevant Clearing System), where applicable, will be the accountholder for the purpose of such payments and notices. Accordingly, investors will have to rely on the relevant Distributor or other custody provider, where applicable, to credit or debit their respective account with payments credited or debited to it, to distribute to them notices which it receives through the Clearing System from the Issuer, to make any payments and/or give any notices required to be made/given to the Issuer.

The relevant Distributor is required to assess whether any Notes are a suitable investment for the investors and explain the features of such Notes and the risks arising from an investment in such Notes.

Prospective investors should note that, where Notes are represented by Global Notes held through Euroclear, Clearstream and/or CDP and/or such other Clearing System as specified in the applicable Issue Document, the term "**Noteholders**" shall mean the persons shown in the records of Euroclear or Clearstream and/or CDP and/or such other Clearing System as specified in the applicable Issue Document, as the case may be, as a holder of such Notes. The investors are not "**Noteholders**" in this context. The terms "**you**", "**investors**" or "**prospective investors**" used in this Offering Circular have been used to describe the investors purchasing Notes from or through a Distributor or directly from the Issuer, as the case may be.

CUSTODY ARRANGEMENTS

Bearer Notes in definitive form will not be issued to individual holders of Notes (except in very limited circumstances as described in the section on “Summary of the Programme — Form of the Notes” in this Offering Circular). However, Registered Notes in definitive form may be issued to individual holders of Notes. In the case of Bearer Notes or (where definitive Notes are not issued) Registered Notes cleared through a Clearing System, Global Notes representing the total principal amount of each Series of Notes will instead on the issue date of the relevant series of Notes be, in the case of Bearer Notes, deposited with a common depositary or any other depositary or, in the case of Registered Notes, registered in the name of a common nominee or any other nominee for Euroclear, Clearstream, CDP and/or such other Clearing System as specified in the applicable Issue Document. A Noteholder’s interest in Notes, whilst such Notes are represented by a Global Note, will be credited to the accounts of the relevant Distributor or other custody provider, where applicable, with Euroclear, Clearstream, CDP and/or such other Clearing System. For as long as any such Notes are represented by a Global Note held through a Clearing System, the relevant Distributor or other custody provider, where applicable, which is a direct participant of the relevant Clearing System, will be treated as the holder of such Notes. Distributors, if appointed, which are not direct participants of the relevant Clearing System will need to look to other entities which are direct participants of such system in respect of any rights under any Notes. See the section on “Settlement, Clearance and Custody” in this Offering Circular.

SETTLEMENT, CLEARANCE AND CUSTODY

Holding Notes through a Clearing System: Settlement and Clearance of Notes within Euroclear and Clearstream and/or CDP

Notes may be held through Euroclear and Clearstream, two large international Clearing Systems for securities, and/or CDP (as described below). Custodial and depositary links have been established with Euroclear and Clearstream to facilitate the initial issue of Notes and cross-market transfers of Notes associated with secondary market trading. In respect of each Series of Notes, the applicable Issue Document will specify whether Notes are to be held through Euroclear and Clearstream and/or CDP (as described below).

Euroclear and Clearstream

Euroclear and Clearstream each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants, thereby eliminating the need for physical movements of certificates and any risks from lack of simultaneous transfer. Euroclear and Clearstream provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream have established an electronic bridge between their two systems which enables their respective participants to settle trades with each other. Euroclear and Clearstream participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

A participant's overall contractual relations with either Euroclear or Clearstream are governed by the respective rules and operating procedures of Euroclear or Clearstream and any applicable laws. Both Euroclear and Clearstream act under those rules and operating procedures only on behalf of their respective participants, and have no record of, or relationship with, persons holding any interest through their respective participants. Distributions of principal with respect to book-entry interests in the Notes held through Euroclear and Clearstream will be credited, to the extent received by the Fiscal and Paying Agent, to the cash accounts of Euroclear or Clearstream participants in accordance with the relevant system's rules and procedures.

The Central Depository (Pte) Limited (CDP)

In respect of Notes which are accepted for clearance by CDP in Singapore (subject to the agreement of CDP and any restrictions or conditions as specified in the relevant Conditions Supplement), clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (the "**Depository System**") maintained by CDP.

CDP, a wholly-owned subsidiary of the SGX-ST, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

Clearance and Settlement under the Depository System

In respect of Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a global note for persons holding such Notes in securities accounts with CDP (the "**Depositors**"). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Settlement of over-the-counter trades in Notes through the Depository System may be effected through securities sub-accounts held with corporate depositors ("**Depository Agents**"). Depositors holding Notes in direct securities accounts with CDP, and who wish to trade Notes through the Depository System, must transfer such Notes to a securities sub-account with a Depository Agent for trade settlement.

General

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Notes in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Fiscal and Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Investors should note that they are required to bear all the fees and charges for custodial, transfer, clearing and other services charged by the relevant Clearing System, a custody provider and/or a Distributor (where applicable) for the holding, transfer or redemption of Notes. Investors should contact the relevant Distributor or other custody provider (where applicable) for further details of these fees and charges.

Selling Notes through a Clearing System: Trading between Euroclear and/or Clearstream participants or CDP

Secondary market sales of book-entry interests in the Global Notes will be conducted in accordance with the normal rules and operating procedures of Euroclear, Clearstream or CDP, as the case may be. None of Euroclear, Clearstream or CDP is under any obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Arranger or any Distributor will have any responsibility for the performance by Euroclear, Clearstream, CDP or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

Custody

Global Notes cleared through a Clearing System will be deposited with either (a) a common depositary or any other depositary on behalf of Euroclear and Clearstream or (b) a Depository Agent for CDP (and, in the case of Registered Global Notes, registered in the name of such common depositary, other depositary or Depository Agent). Further, because settlement and clearance facilities will be provided by Euroclear, Clearstream or CDP, investors must make arrangements for their Notes to be held in custody with an accountholder (or indirect accountholder) of Euroclear, Clearstream or CDP, as the case may be. On issue, Notes may be subscribed by the Dealer(s) and sold and delivered by such Dealer(s) to the Distributor(s). In order to apply for Notes an investor must have, or open, a cash account and an investment account with DBS Bank Ltd. (where Notes are purchased directly from the Issuer) or a Distributor which will be an accountholder (or indirect accountholder) of Euroclear, Clearstream or CDP. DBS Bank Ltd. and the Distributors (where appointed) will charge a fee for the opening and operation of the investment account. Most banks and securities dealers in Singapore maintain, or have access to, an account with Euroclear, Clearstream or CDP through which Notes may be held or transferred following their issue.

Investment accounts and other custodian arrangements with respect to any Notes will be supplied by the Distributor(s) (or other custody provider) subject to their standard terms and conditions for the provision of such services. Neither the Issuer nor the Arranger accepts any responsibility for the provision of such services or for any consequences of, or arising from, the use by the investors of such investment account or custody services.

Holding Notes other than through a Clearing System

Please refer to the respective sections on “Form of the Notes – Registered Notes - Where Registered Notes are not cleared through a Clearing System”, “Form of the Notes – Transfer of Interests in Global Notes - Where Notes are not cleared through a Clearing System” and “Form of the Notes – General - Where Notes are not cleared through a Clearing System” in this Offering Circular for a description of the applicable arrangements that apply to the holding of Notes when they are not cleared through a Clearing System.

TAXATION

SINGAPORE TAXATION

*The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Authority in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis, including amendments to the Income Tax (Qualifying Debt Securities) Regulations to include the conditions for the income tax and withholding tax exemptions under the qualifying debt securities ("**QDS**") scheme for early redemption fee (as defined in the ITA) and redemption premium (as such term has been amended by the ITA). Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any Noteholder or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Prospective holders of the Notes are advised to consult their own tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposition of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasized that none of the Issuer, the Arranger and any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.*

1. Interest and other payments

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

(A) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore); or (ii) deductible against any income accruing in or derived from Singapore; or

(B) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is withheld for such payments (other than those subject to the 15 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17 per cent. The applicable rate for non-resident individuals is currently 24 per cent. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

Certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium from debt securities, except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession in Singapore.

Withholding tax exemption on Section 12(6) payments by specified entities

Pursuant to Section 45I of the ITA, payments of income which are deemed under Section 12(6) of the ITA to be derived from Singapore and which are made by a specified entity shall be exempt from withholding tax if such payments are liable to be made by such specified entity for the purpose of its trade or business under a debt security which is issued within the period from 17 February 2012 to 31 December 2026 (both dates inclusive). Notwithstanding the above, permanent establishments in Singapore of non-resident persons are required to declare such payments in their annual income tax returns and will be assessed to tax on such payments (unless specifically exempt from tax).

A specified entity includes a bank or merchant bank licensed under the Banking Act 1970 of Singapore.

Qualifying Debt Securities Scheme

In addition, as the Programme was arranged as a whole by DBS Bank Ltd., which was a Financial Sector Incentive (Bond Market) Company (as defined in the ITA) at such time and is a Specified Licensed Entity (as defined below), any tranche of the Notes (the "**Relevant Notes**") which are debt securities issued under the Programme during the period from the date of this Offering Circular to 31 December 2028 would be QDS for the purposes of the ITA, to which the following treatment shall apply:

(i) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the Authority may direct, to the Authority of a return on debt securities for the Relevant Notes in the prescribed format within such period as the Authority may specify and such other particulars in connection with the Relevant Notes as the Authority may require, and the inclusion by the Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, early redemption fee or redemption premium from the Relevant Notes is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Notes using the funds and profits of that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium (collectively, the "**Qualifying Income**") from the Relevant Notes, derived by a Noteholder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore, or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from such person's operation through the Singapore permanent establishment, are exempt from Singapore tax;

(ii) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other persons as the Authority may direct, to the Authority of a return on debt securities for the Relevant Notes in the prescribed format within such period as the Authority may specify and such other particulars in connection with the Relevant Notes as the Authority may require), Qualifying Income from the Relevant Notes derived by any company or a body of persons (as defined in the ITA) in Singapore is subject to income tax at a concessionary rate of 10 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and

(iii) subject to:

(aa) the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Notes is not exempt from tax shall declare and include such income in a return of income made under the ITA; and

(bb) the furnishing by the Issuer, or such other person as the Authority may direct, to the Authority of a return on debt securities for the Relevant Notes in the prescribed format within such period

as the Authority may specify and such other particulars in connection with the Relevant Notes as the Authority may require,

payments of Qualifying Income derived from the Relevant Notes are not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

(A) if during the primary launch of any tranche of Relevant Notes, the Relevant Notes of such tranche are issued to fewer than four persons and 50 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Notes would not qualify as QDS; and

(B) even though a particular tranche of Relevant Notes are QDS, if, at any time during the tenure of such tranche of Relevant Notes, 50 per cent. or more of such Relevant Notes which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Notes held by:

(i) any related party of the Issuer; or

(ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

Pursuant to the ITA, the reference to the term "**Specified Licensed Entity**" above means:

(a) a bank or merchant bank licensed under the Banking Act 1970 of Singapore;

(b) a finance company licensed under the Finance Companies Act 1967 of Singapore; or

(c) a person who holds a capital markets services licence under the SFA to carry on a business in any of the following regulated activities: advising on corporate finance or dealing in capital markets products.

The terms "**early redemption fee**", "**redemption premium**" and "**related party**" are defined in the ITA as follows:

"**early redemption fee**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities;

"**redemption premium**", in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity or on the early redemption of the securities; and

"**related party**", in relation to a person (*A*), means any person (a) who directly or indirectly controls *A*; (b) who is being controlled directly or indirectly by *A*; or (c) who, together with *A*, is directly or indirectly under the control of a common person.

References to "early redemption fee", "redemption premium" and "related party" in this Singapore tax disclosure have the same meaning as defined in the ITA.

Where interest, discount income, early redemption fee or redemption premium (i.e. the Qualifying Income) is derived from any of the Relevant Notes by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS (as mentioned above) under the ITA shall not apply if such person acquires the Relevant Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, early redemption fee or redemption premium (i.e. the Qualifying Income) derived from the Relevant Notes

is not exempt from tax is required to declare and include such income in a return of income made under the ITA.

2. Capital gains

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or who are required to apply Financial Reporting Standard (**"FRS**") 109 or Singapore Financial Reporting Standard (International) 9 ("**SFRS(I) 9**") (as the case may be) for Singapore income tax purposes may be required to recognize gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on "Adoption of FRS 109 or SFRS(I) 9 for Singapore income tax purposes".

3. Adoption of FRS 109 or SFRS(I) 9 for Singapore income tax purposes

Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The Inland Revenue Authority of Singapore has also issued a circular entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments".

Holders of the Notes who may be subject to the tax treatment under Section 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

4. Estate duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

FOREIGN ACCOUNT TAX COMPLIANCE ACT

Pursuant to certain provisions of U.S. law, commonly known as Foreign Account Tax Compliance Act ("**FATCA**"), withholding may be required on, among other things, (i) certain payments made by "foreign financial institutions" ("**foreign passthru payments**"), (ii) dividend equivalent payments (as described below in "U.S. Withholding on Dividend Equivalent Payments") and (iii) payments of gross proceeds from the disposition of assets that generate dividend equivalent payments, in each case, to persons that fail to meet certain certification, reporting, or related requirements. However, proposed U.S. Treasury regulations have been issued that provide for (x) the repeal of the withholding tax applicable to payments of gross proceeds from the disposition of assets that generate dividend equivalent payments and (ii) the extension of the date on which withholding applies to foreign passthru payments to the date that is two years after the date of publication in the Federal Register of applicable final regulations defining foreign passthru payments. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of the final regulations.

The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Singapore) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions.

Certain aspects of the application of FATCA to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to foreign passthru payments, are uncertain and may be subject to change. Additionally, Notes that are not treated as equity for U.S. federal income tax purposes and that have a fixed term generally would be "grandfathered" for purposes of FATCA withholding (i) in respect of foreign passthru payments, if issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register, and (ii) in respect of dividend equivalent payments and gross proceeds on Notes that generate dividend equivalent payments, if issued on or prior to the date that is six months after the date on which Notes of its type are first treated as giving rise to dividend equivalent payments, in each case, unless the Note is materially modified after

the relevant grandfathering date (including by reason of a substitution of the Issuer). However, if additional notes (as described under "Terms and Conditions of the Notes – Further Issues") that are not distinguishable from grandfathered Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including grandfathered Notes, as subject to withholding under FATCA.

In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding. Prospective investors should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

U.S. WITHHOLDING ON DIVIDEND EQUIVALENT PAYMENTS

Under Section 871(m) of the Code and the U.S. Treasury regulations thereunder, a "dividend equivalent" payment is treated as a dividend from sources within the United States and will be subject to U.S. withholding tax at a rate of 30% when paid. A "dividend equivalent" payment generally includes a payment (or deemed payment) that is contingent upon, or determined by reference to, the payment of a U.S.-source dividend under certain financial instruments. An instrument whose economic characteristics are sufficiently similar to those of an underlying or referenced U.S. security that pays U.S.-source dividends under tests provided in applicable U.S. Treasury regulations will generally be subject to the Section 871(m) regime (such an instrument, a "**Specified Note**"). The tests applicable for determining whether an instrument is a Specified Note will depend on the terms of the relevant instrument and the date on which the instrument is issued and may be subject to redetermination in connection with certain modifications of the instrument. Similarly, if additional Notes of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of Notes out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing Notes are Specified Notes as the date of such subsequent sale or issuance.

Pursuant to recent IRS guidance, Section 871(m) will not apply to certain financial instruments issued prior to 1 January 2023 if such financial instruments are not "delta one" transactions. With respect to financial instruments issued on or after 1 January 2023, a financial instrument will be a Specified Note subject to Section 871(m) if such instrument has a delta of 0.8 or greater with respect to the underlying security. However, the Section 871(m) regulations provide certain broadly applicable exceptions to characterization as Specified Notes, in particular for certain instruments linked to certain broad-based indices. The "delta" of a financial instrument is the ratio of the change in fair market value of such instrument to the change in the fair market value of the property referenced by such instrument.

Withholding in respect of dividend equivalents will generally be required when cash payments are made under a Specified Notes or upon the date of maturity, lapse or other disposition of the Specified Note. If the underlying or referenced U.S. security or securities are treated as paying dividends during the term of the Specified Note, withholding generally will still be required even if the Specified Note does not provide for payments explicitly linked to such dividends.

As discussed above, FATCA would impose withholding tax at a rate of 30% on any payments in respect of a Note that are treated as dividend equivalent payments when paid to persons that fail to meet certain certification, reporting, or related requirements. While a payment with respect to a Note could be subject to U.S. withholding under both FATCA and as a result of being treated as a dividend equivalent payment, the maximum rate of U.S. withholding on such payment would not exceed 30%.

Upon the issuance of a series of Notes, the Issuer will state in the relevant Conditions Supplement if it has determined that the Notes are Specified Notes at the time such Notes are issued, in which case Holders should expect to be subject to withholding in respect of any dividend equivalent payments on such Notes. In the event that any withholding would be required pursuant to Section 871(m) with respect to payments on the Notes, no person will be required to pay any additional amounts with respect to amounts so withheld. Additionally, the Issuer may withhold the full 30% tax on any payment on the Notes in respect of any dividend equivalent arising with respect to such Notes regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a Holder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A Holder may be able to claim a credit against its U.S. federal income tax liability for such withholding and may be entitled to a refund of any excess withholding

provided the required information is timely furnished to the IRS. However, Holders may not receive the necessary information to properly claim a refund.

Prospective investors should consult their tax advisers regarding the consequences to them of the potential application of Section 871(m) to the Notes.

AUSTRALIAN TAXATION

The following is a very brief summary of the Australian withholding tax treatment under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, the "**Australian Tax Act**"), at the date of this Offering Circular, of payments of interest on the Notes and certain other Australian tax matters. It is a general guide only and is not exhaustive and should be treated with appropriate caution. It does not address the position of any particular classes of Noteholder. It is not intended to be, nor should it be construed as, legal or tax advice to any particular holder of Notes. **Prospective holders of Notes should consult their professional advisers on the tax implications of an investment in the Notes for their particular circumstances.**

Under Australian laws as presently in effect, so long as the Notes issued by the Issuer are not attributable to a permanent establishment of the Issuer in Australia, payments of principal and interest made under Notes issued by the Issuer should not be subject to Australian interest withholding tax imposed under the Australian Tax Act.

Residents of Australia for tax purposes that do not hold their Notes, and do not derive any payments under the Notes, in carrying on a business at or through a permanent establishment outside of Australia, and non-residents of Australia for tax purposes that hold their Notes, and derive all payments under the Notes, in carrying on a business at or through a permanent establishment in Australia, will be assessable for Australian income tax purposes on income either received or accrued to them in respect of the Notes. Whether income will be recognised on a cash receipts or accruals basis will depend on the tax status of the particular Noteholder and the specific terms of the Notes. For example, if having regard to any redemption premium payable, the Notes may constitute "qualifying securities" and be taxed on an accruals basis. Investors should obtain their own tax advice with respect to any investment in the Notes.

SELLING RESTRICTIONS

General

No action has been or is currently intended to be taken in any market by the Issuer, the Arranger, any Dealer or any Distributor that would permit a public offering of any Notes, or possession or distribution of this Offering Circular or any Issue Document or any part thereof, or any other offering or marketing materials relating to Notes, in any market where action for that purpose is required other than as provided herein. Each of the Issuer, the Arranger, any Dealer and the Distributor(s) will not offer or sell any Notes and will not distribute this Offering Circular, any Issue Document or any part thereof or any other offering or marketing materials relating to Notes, except in accordance with all applicable laws and regulations in the relevant market.

Each Dealer has represented and agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any market in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular, the applicable Issue Document or any other offering or marketing materials 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 market 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.

The Issuer does not represent that Notes may at any time be lawfully sold in compliance with any applicable registration or other requirements in any market, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche or Series of Notes, the relevant Dealer(s) will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer(s) shall agree and as shall be set out in the applicable Issue Document.

If a Market Agent is appointed in respect of an issue of Notes, the Market Agent will be required to comply with the relevant selling restrictions as set out in the applicable Issue Document.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the Authority. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme 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 Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Investors should note that there may be restrictions on the secondary sale of the Notes under Section 276 of the SFA.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Hong Kong

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures

Ordinance (Cap. 571) of Hong Kong (the **"SFO**")) other than (a) to "professional investors" as defined in the SFO and any rules made under the SFO; or (b) 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

(ii) 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.

Indonesia

Each Dealer understands that no licence nor action has been or will be obtained and taken in Indonesia that would permit a public offering and/or sale of the Notes, or require a prospectus, offering and/or sale document to be filed with Bank Indonesia and/or Financial Services Authority (Otoritas Jasa Keuangan – "**OJK**") as well as the relevant authorities with respect to the offering and/or sale of the Notes and none of this Offering Circular, offering material or term sheet (the "**Material**") has been or will be registered or filed under the securities law or with any securities regulatory authority of any jurisdiction. The Material has not been registered with, approved or disapproved by Bank Indonesia, OJK, or its substitute or replacement entity, and neither Bank Indonesia nor OJK has passed upon or endorsed the merits of the Material or the accuracy or the adequacy of the Material. Issuer has not, by virtue of the Material, made available, issued any invitation to subscribe for or to purchase any investment (including the Notes). The Material is neither an offer nor a solicitation to enter into any transaction or contract nor is it an offer to buy or to sell any securities (including the Notes). The Material sent with this communication was provided as a result of a request received by Issuer from Dealer, investors and/or persons entitled to make the request on their behalf. The securities herewith will be subject to restrictions and obligations on transfer as set forth in the Material, and by receiving the Material each Dealer agrees to comply fully with such restrictions and obligations. Investors should make their own investigations into the relevant terms in the Material and, in deciding whether to purchase the securities, the investors should form their own views of the merits of such investment based upon such investigation and not in reliance solely upon any information given in the Material. Any and all advice provided on and/or trades executed by Issuer pursuant to the Material will only have been provided upon Dealer and investors' specific request or executed upon their specific instructions, as the case may be, and may be deemed as such by Issuer and them. Each Dealer and investor will not accept any trade nor conclude any contract as to the sale of Notes within the territory of Indonesia.

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Each investor acknowledges that the Material is intended for use by the investor only and each investor agrees not to forward the Material, in whole or in part, on to any other person and including, in the case of an investor which is a company, any persons internal or external to such investor.

The Material may not be forwarded or distributed, in whole or in part, to any other person and may not be reproduced in any manner whatsoever. Any forwarding, distribution or reproduction of the Material in whole or in part is unauthorised. Failure to comply with this restriction may result in violation of the capital market law or the applicable laws of the Republic of Indonesia.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any 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 other relevant laws and regulations of Japan.

*Republic of Korea ("**Korea**")*

The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offerings in Korea under the Financial Investment Services and Capital Markets Act (the "**FSCMA**"). The Notes may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Regulation on Securities Issuance and Disclosure issued by the Financial Services Commission under the FSCMA, provisions in the Foreign Exchange Transactions Law of Korea (the "**FETL**") and the decrees and regulations thereunder and (in the case of certain derivatives linked notes as defined in the FSCMA) sub-paragraph 5-2, Paragraph 4, Article 7 of the Enforcement Decree of the FSCMA requiring, among others, sales through a broker or dealer licensed in Korea to professional investors (as defined therein) only. Furthermore, the Notes may not be resold to Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL and its subordinate decrees and regulations) in connection with the purchase of the Notes.

The Netherlands

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree that it will not make an offer of the Notes in the Netherlands unless such offer is made exclusively to qualified investors (*gekwalificeerde beleggers*) as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

Philippines

Under the Securities Regulation Code of the Philippines and its implementing rules (the "**Philippine SRC**"), securities, such as the Notes, are not permitted to be sold or offered for sale or distribution within the Philippines unless such securities are registered with the Securities and Exchange Commission of the Philippines ("**PSEC**") or are otherwise exempt securities or sold pursuant to an exempt transaction.

To the extent that the Notes are being offered in the Philippines, the same are being offered to qualified buyers (as defined under the Philippine SRC) pursuant to section 10.1(l) of the Philippine SRC such that the offer and sale of the Notes will qualify as an exempt transaction pursuant to the Philippine SRC. A confirmation of exemption from the registration requirements of the PSEC that the offer and sale of the Notes in the Philippines qualify as an exempt transaction under the Philippine SRC is not required to be, and will not be, obtained.

THE SECURITIES BEING OFFERED OR SOLD HEREIN HAVE NOT BEEN REGISTERED WITH THE PSEC UNDER THE SECURITIES REGULATION CODE OF THE PHILIPPINES. ANY FUTURE OFFER OR SALE THEREOF IS SUBJECT TO THE REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

*Republic of China ("**Taiwan**")*

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or other regulatory authority pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that requires a registration, filing or approval of the Financial Supervisory Commission and/or other regulatory authority of Taiwan. No person or entity in Taiwan has been authorised to offer or sell the Notes in Taiwan through a public offering or in circumstances where it constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan unless the Notes offered or sold to investors in Taiwan are otherwise offered or sold through Taiwan licensed financial institutions to the extent permitted under relevant Taiwan laws or regulations.

Thailand

Unless otherwise permitted by the relevant securities laws and regulations of Thailand and approved by the Office of the Securities and Exchange Commission of Thailand, the Notes may not and will not be offered or sold in Thailand nor may the Notes be made the subject of an invitation for subscription or purchase in Thailand, whether directly or indirectly. Each Dealer represents and agrees, and each further Dealer appointed under the

Programme will be required to represent and agree that (i) no invitation to subscribe for the Notes has been made or will be made in Thailand; (ii) the Notes has not been offered or sold or transferred and will not be offered or sold or transferred, directly or indirectly, within Thailand to any person; and (iii) this Offering Circular and any other documents or material in connection with the offer, subscription or sale of the Notes has not been circulated or distributed and will not be circulated or distributed to any person in Thailand, unless otherwise permitted by the relevant securities laws and regulations of Thailand.

*People's Republic of China ("**PRC**")*

The Notes may only be offered or sold to PRC investors that are authorised to buy the Notes in the offshore market that are denominated in a foreign currency. Potential investors resident in the PRC are responsible for obtaining all relevant approvals from the PRC government authorities, including but not limited to the State Administration of Foreign Exchange of the PRC, and compliance with all applicable laws and regulations, including but not limited to those of the PRC, before purchasing the Notes.

Switzerland

The Notes may not be publicly offered, directly or indirectly, to private clients in Switzerland within the meaning of the Swiss Financial Services Act ("**FinSA**") and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland.

Neither this Offering Circular nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA and no such prospectus has been or will be prepared for or in connection with the offering of the Notes. Neither this Offering Circular nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available to private clients in Switzerland.

France

Each Dealer represents and agrees and each further Dealer appointed under the Programme will be required to represent and agree that it has only offered or sold and will only offer or sell, directly or indirectly, any Notes in France to, and it has only distributed or caused to be distributed and will only distribute or cause to be distributed in France, this Offering Circular, the relevant Issue Document or any other offering material relating to the Notes to qualified investors as defined in Article 2(e) of Regulation (EU) 2017/1129.

Germany

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold and that it will not offer or sell the Notes in the Federal Republic of Germany other than in accordance with the Prospectus Regulation (as defined below) and any other applicable laws in the Federal Republic of Germany governing the issue, sale and offering of securities.

European Economic Area

Prohibition of Sales to EEA Retail Investors

Each Dealer represents and agrees, and each further Dealer appointed under the Programme 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 Offering Circular as completed by the applicable Issue Document in relation thereto to any retail investor in the European Economic Area. 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 (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**");

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, 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, the "**Prospectus Regulation**"); and

(b) the expression "**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.

United Kingdom

Prohibition of Sales to UK Retail Investors

Each Dealer represents and agrees, and each further Dealer appointed under the Programme 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 Offering Circular as completed by the applicable Issue Document in relation thereto 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 ("**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 the 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.

Other Regulatory Restrictions in relation to the United Kingdom

Each Dealer represents and agrees, and each further Dealer appointed under the Programme 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 or 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 businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or as 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 any Notes in, from or otherwise involving the United Kingdom.

Brunei Darussalam

In relation to any Notes issued by the Bank, each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree that this Offering Circular or any Issue Document for the Notes have not been and will not be filed with the Autoriti Monetari Brunei Darussalam (the **Authority**) and declared or be declared to be effective under Section 116 of the Securities Market Order, 2013 (**SMO**).

Therefore, each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree that this Offering Circular, any Issue Document and any other document, circular, notice or other material issued in connection with an offer for sale, or invitation for subscription or purchase of the Notes will not be issued, distributed, circulated or published to any member of the public and the Notes will not be offered for sale or sold to any member of the public save and except as an exempt transaction under the SMO where the offer for sale or sale of the Notes is to any number of the specific classes of investors who are either an accredited investor, an expert investor or an institutional investor as defined in Section 20 SMO or to such other persons as the Authority may by regulations determine as qualified buyers.

Each Dealer further acknowledges that dealing in investments, arranging deals in investments, managing securities and the giving of investment advice are regulated activities under the SMO and that such regulated activities (unless specifically exempted) may only be carried out in Brunei by a person who either holds a capital market services licence issued by the Authority or is an exempt person. Therefore, each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree that any offer for sale, or invitation for subscription or purchase of the Notes will be undertaken through a person who is licensed under the SMO or is an exempt person and will cause and ensure that (i) the relevant notification, as applicable, is made to the Authority and (ii) the relevant notices and guidelines in relation to complex securities are complied by such persons.

United Arab Emirates (excluding the Dubai International Financial Centre)

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes to be issued under the Programme have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities. Further, each Dealer represents and agrees, and each further Dealer appointed under the Programme 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 the Offering Circular to any investor that does not qualify as a Professional Investor as defined in the SCA Board of Directors Resolution No. 13 B.C of 2021 on the Regulations Manual of the Financial Activities and Status Regularization Mechanisms (as amended) (the "**SCA Rulebook**").

Dubai International Financial Centre

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered and will not offer the Notes to be issued under the Programme to any person in the Dubai International Financial Centre unless such offer is:

(a) an "Exempt Offer" in accordance with the Markets Rules (MKT) Module of the Dubai Financial Services Authority (the "**DFSA**") rulebook; and

(b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the DFSA Conduct of Business Module of the DFSA rulebook.

The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved the Offering Circular nor taken steps to verify the information and has no responsibility for it.

In relation to its use in the Dubai International Financial Centre, the Offering Circular and any Issue Document is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient and may not be reproduced or used for any other purpose. The Notes may not be offered or sold directly or indirectly to the public in the Dubai International Financial Centre.

Qatar and the Qatar Financial Centre

Nothing in the Offering Circular or any Issue Document is intended to constitute, shall be treated as constituting or shall be deemed to constitute, any offer or sale of securities in the State of Qatar or in the Qatar Financial Centre or the inward marketing of securities or an attempt to do business, as a bank, an investment company or otherwise in the State of Qatar or in the Qatar Financial Centre other than in compliance with any laws

applicable in the State of Qatar or in the Qatar Financial Centre governing the issue, offering and sale of securities under the laws of the State of Qatar and the Qatar Financial Centre.

None of the Offering Circular, any Issue Document nor any underlying instruments or securities have been or will be filed with, reviewed or approved by the Qatar Central Bank, the Qatar Financial Markets Authority, the Qatar Exchange or any other relevant Qatar governmental body or securities exchange. The Issuer has not been authorised or licensed by any Qatari governmental body or regulator to market, offer or sell Notes in the State of Qatar or in the Qatar Financial Centre.

This Offering Circular and each applicable Issue Document is strictly private and confidential. The Offering Circular and each applicable Issue Document is provided on an exclusive basis to the specifically intended recipient of such document, upon that person's request and initiative, and for the recipient's personal use only. It is being distributed to a limited number of qualified investors and must not be provided to any person other than the original recipient. It is not for general circulation in the State of Qatar or the Qatar Financial Centre and may not be reproduced or used for any other purpose. Any distribution of the Offering Circular and any Issue Document by the recipient to third parties in the State of Qatar or the Qatar Financial Centre is not authorised and shall be at the liability of such recipient.

Australia

Neither the Offering Circular nor any termsheet or Conditions Supplement is a prospectus, other disclosure document or product disclosure statement under the Corporations Act 2001 of Australia ("**Corporations Act**"), and no prospectus, other disclosure document or product disclosure statement in relation to the Programme or any Notes has been, or will be, lodged with the Australian Securities and Investments Commission ("**ASIC**") or any other regulatory authority in Australia.

Each Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree that it:

(a) has not (directly or indirectly) made or invited, and will not make or invite, an offer of the Notes for issue, sale or purchase 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, the Offering Circular, any other information memorandum, offering circular, issue materials or any other offering material or advertisement relating to any Notes in Australia,

unless:

(i) the aggregate consideration payable by each offeree on application is at least A$500,000 (or its equivalent in an alternative currency and, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;

(ii) the offer or invitation does not constitute an offer to a "**retail client**" as defined for the purposes of section 761G of the Corporations Act;

(iii) such action complies with any applicable laws and directives in Australia; and

(iv) such action does not require any document to be lodged with ASIC.

By retaining the Offering Circular or any termsheet or Conditions Supplement, the investor represents that the investor is not a retail client.

Additional Disclosure in relation to DBS Bank Ltd., Australia Branch

DBS Bank has been granted authority to carry on banking business in Australia by the Australian Prudential Regulation Authority ("**APRA**") and is a foreign "authorised deposit-taking institution" ("**foreign ADI**") as that term is defined under the Banking Act 1959 of Australia (the "**Australian Banking Act**"). However, the Notes

are not issued by DBS Bank through its Australia branch, and are not deposits of DBS Bank and are not covered by the depositor protection provisions of Division 2 of Part II of the Australian Banking Act.

Where the Issuer provides financial services in Australia to wholesale clients in respect of the issue, offer and sale of Notes under this Programme, the Issuer will be acting from its Head Office in Singapore. DBS Bank is exempt from the requirement to hold an Australian Financial Services licence ("**AFSL**") under the Corporations Act 2001 of Australia ("**Corporations Act**") in respect of certain financial services provided to wholesale clients in Australia, and DBS Bank may rely on this exemption in certain circumstances. The financial services to be provided by the Issuer in respect of the issue, offer and sale of Notes under this Programme are not provided by DBS Bank Ltd., Australia Branch under its AFSL number 475946. The Issuer is regulated in Singapore by the Monetary Authority of Singapore under Singaporean laws, which differ from Australian laws.

Neither the Offering Circular nor any termsheet or Conditions Supplement is a prospectus or disclosure document under Part 6D.2 of the Corporations Act or a product disclosure statement under Part 7.9 of the Corporations Act. Neither the Offering Circular nor any termsheet or Conditions Supplement has been prepared specifically for Australian investors and is not required to, and does not purport to, include all of the information which would be required in a product disclosure statement, prospectus or other disclosure document under the Corporations Act. The Offering Circular and any termsheet or Conditions Supplement:

- has not been lodged with the Australian Securities Exchange or ASIC;
- may contain references to dollar amounts which are not Australian dollars;
- may contain financial information which is not prepared in accordance with Australian law or practices;
- may not address risks associated with investment in foreign currency denominated investments; and
- does not address Australian tax issues (except as may be expressly noted).

The information in the Offering Circular or any termsheet or Conditions Supplement is not personal advice and has been prepared without taking into account any investor's investment objectives, financial situation or particular needs. Before acting on the information the investor should consider its appropriateness having regard to their investment objectives, financial situation and needs and consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice. Any decision by an investor to acquire Notes should only be made having regard to that investor's personal circumstances and any such independent advice received. If any financial product advice is, in fact, held to have been given by us in relation to any Notes issued in connection with the Offering Circular or any termsheet or Conditions Supplement, it is general advice only. An investor in the Notes will not have cooling off rights.

USE OF PROCEEDS

The Issuer is free to use the proceeds from the issue of Notes. The proceeds from each issue of Notes will be used for the general corporate purposes of the Issuer unless indicated otherwise in the applicable Issue Document.

INFORMATION RELATING TO US

The DBS Group is the largest banking group in Southeast Asia by total assets and is engaged in a range of commercial banking and financial services, principally in Asia. As at 31 December 2023, the DBS Group had SGD 739 billion in total assets, SGD 416 billion in customer loans and advances, SGD 535 billion in customer deposits and SGD 62 billion in total shareholders' funds.

The DBS Group is headquartered and listed in Singapore and has a growing presence in Greater China, South Asia and Southeast Asia. In Singapore, the DBS Group has leading positions in consumer banking, wealth management, institutional banking, treasury and capital markets. As at, and for the year ended 31 December 2023, Singapore accounted for 66% and 66% of the DBS Group's assets (excluding goodwill and intangible assets) and total income, respectively.

The DBS Group's Greater China presence is anchored in Hong Kong and also encompasses China and Taiwan, where it operates locally-incorporated subsidiaries. The DBS Group also operates locally incorporated subsidiaries in Indonesia and India. Its diversification in the Asia Pacific region has resulted in a more balanced geographical distribution of its assets and total operating income.

Substantially all of the assets, liabilities and income of the DBS Group are derived from the DBS Bank Group. As at 31 December 2023, the DBS Bank Group accounted for nearly 100% of the DBS Group's consolidated total assets and net profit. DBSH has long-term issuer ratings of "AA-" from Fitch and "Aa2" from Moody's. DBS Bank is one of the highest rated commercial banks in Asia with long-term issuer ratings of "AA-" from Fitch, "Aa1" from Moody's and "AA-" from Standard & Poor's. DBSH's and DBS Bank's credit ratings have stable outlooks from Fitch, Moody's and Standard & Poor's.

DBS Bank was incorporated in July 1968 by the Singapore government as a financial institution to support Singapore's economic development and industrialisation. In June 1969, DBS Bank began commercial banking operations. In September 1999, DBS Bank was restructured to become a wholly-owned subsidiary of DBSH, which is listed on the SGX-ST. On 21 July 2003, DBS Bank changed its legal name from The Development Bank of Singapore Limited to DBS Bank Ltd.

DBS Bank's parent company, DBSH, is one of the largest listed companies in Singapore, with a market capitalisation of approximately SGD 86.2 billion based on the closing price per ordinary share on the Main Board of the SGX-ST, as at 31 December 2023.

Strengths

Strong credit profile and resilient capital base

The DBS Group has consistently maintained robust capital ratios and as at 31 December 2023, had a Common Equity Tier 1 ("**CET1**") capital adequacy ratio ("**CAR**") of 14.6%, a Tier 1 CAR of 15.3% and a Total CAR of 16.1%. The DBS Group's capital position is above the minimum CAR requirements under MAS Notice 637 that have been fully phased in from 1 January 2019. The DBS Group has adopted a dividend policy – to pay sustainable dividends that grow progressively with earnings – to ensure that strong capital ratios are maintained while it executes its strategy.

DBS has been recognised as "Safest Bank in Asia" by Global Finance for 15 consecutive years, from 2009 to 2023. Singapore, the DBS Group's core market, is the only sovereign in Asia with a "Aaa" credit rating from Moody's, and "AAA" credit ratings from Standard & Poor's and Fitch.

Diversified loan and earnings mix supported by stable deposits and diversified funding sources

The DBS Group has a diversified loan portfolio and earnings mix that is not overly concentrated in any particular industry, location or business segment. As at 31 December 2023, with the exception of the building and construction industry, which contributed 27% of the DBS Group's gross loans, no single industry contributed more than 20% of the DBS Group's gross loans and, outside of Singapore, no single location contributed more than 20% of the DBS Group's gross loans. The DBS Group also has a balanced mix between interest and non-interest income, with non-interest income derived from diversified sources such as loan-related activities, transaction services, wealth management and treasury product sales.

In terms of funding, the DBS Group has a strong domestic deposit base and leading market position in low cost Singapore dollars deposits. The DBS Group has also grown its transactional accounts with corporate customers and institutional investors, in line with its strategy. In addition, the DBS Group diversifies its funding sources through the wholesale funding market. In 2015, DBS Bank undertook its inaugural covered bond issuance, making it the first issuer of covered bonds in Singapore.

Strong core banking business with proven earnings generation capability and exposure to key growth geographies in Asia

The DBS Group is the largest banking group in Southeast Asia by total assets. The DBS Group is anchored in Singapore and Hong Kong and has a growing presence in Greater China, South Asia and Southeast Asia. Over the past decade, the DBS Group has delivered consistent financial performance underpinned by increased strategic clarity and disciplined execution of its strategy. Total income (excluding one-time items) grew at a compound annual growth rate ("**CAGR**") of 8% between 2013 and 2023 while profit before allowances and amortisation (excluding one-time items) recorded a CAGR of 9% over the same period.

Prudent and comprehensive risk management framework focused on asset quality

The DBS Group has a robust risk management framework in place to address key risk areas. Its risk management approach is based on:

(i) strong risk governance, with the Board, through the BRMC, setting out the DBS Group's Risk Appetite and overseeing the establishment of enterprise-wide risk management policies and processes, and setting risk limits to guide the DBS Group's risk taking;

(ii) robust and comprehensive processes to identify, measure, monitor, control and report risks;

(iii) sound assessments of capital adequacy relative to risks; and

(iv) a rigorous system of internal control reviews involving internal and external auditors. The DBS Group's NPL ratio was 1.1%, 1.1% and 1.3% as at 31 December 2023, 2022 and 2021, respectively, and the DBS Group's allowance coverage ratio[4] (defined as total allowances as a percentage of NPAs) was 128%, 122% and 116% as at 31 December 2023, 2022 and 2021, respectively.

Asia-focused Strategy

The DBS Group's strategy is predicated on Asia's megatrends, including the rising middle class, growing intra-regional trade, urbanisation and the rapid adoption of technology that is fuelling new innovations.

The DBS Group seeks to intermediate trade and capital flows as well as support wealth creation in Asia, capitalising on its established and growing presence in Greater China, South Asia and Southeast Asia.

In Singapore, the DBS Group serves all customer segments. Outside Singapore, the DBS Group has extended its reach beyond serving the affluent individuals, corporates and institutional investors segments through leveraging digital technologies to engage individuals and SMEs.

The DBS Group is well underway in its digitalisation journey to transform the bank to be able to respond and innovate quickly to deliver simple, fast and contextual banking in the digital age.

The DBS Group periodically reviews its strategy, taking into account emerging megatrends, its operating environment and its stakeholders' input.

Key Businesses

The DBS Group's key business units are Consumer Banking/Wealth Management, Institutional Banking and Treasury and Markets business units.

Consumer Banking/Wealth Management ("CBGWM")

The DBS Group serves almost eighteen million retail customers in Singapore, Hong Kong, China, Taiwan, Indonesia and India. It offers a comprehensive range of financial products and services, including savings and current accounts, fixed deposits, payment services, credit and debit cards, home loans and auto finance, wealth management, investment and insurance products.

CBGWM has built a differentiated wealth proposition across its six key markets with its wealth franchise where dedicated relationship managers and specialists deliver personalised advisory and solutions to affluent and high net-worth individuals ("**HNWIs**"). In Singapore and Hong Kong, the DBS Group provides a differentiated and holistic wealth value proposition across three wealth segments – DBS Treasures (for customers with more than SGD 350,000 AUM), DBS Treasures Private Clients (more than SGD 1.5 million AUM) and DBS Private Bank (more than SGD 5 million AUM) – allowing the DBS Group to grow alongside its clients across every

[4] Computation includes regulatory loss allowance reserves ("**RLAR**") as part of total allowances.

stage of their wealth journey. In 2018, the DBS Treasures Private Clients platform was launched in Indonesia and Taiwan. In 2019, the DBS Group expanded its wealth franchise, leveraging its subsidiary DBS Vickers Securities (Thailand) to become the first to provide Thailand's wealth clients with a fully integrated onshore and offshore wealth proposition.

In Singapore, the DBS Group holds leading positions in savings and deposits, investments and insurance distribution. As at 31 December 2023, it had some 6.1 million retail customers in Singapore and more than half the market share in savings accounts. The bank also has agreements with 10 merchants which enables customers to make cash withdrawals at their touchpoints island-wide. The DBS Group also has the leading market share for mortgages in Singapore.

In Hong Kong, the DBS Group provides wealth management services and is also a key player in retail deposits and unsecured loans. As at 31 December 2023, it served almost one million retail customers. In 2018, the DBS Group concluded the integration of ANZ's retail banking and wealth management business across Singapore, Hong Kong, Mainland China, Taiwan and Indonesia, significantly boosting its consumer businesses in Indonesia and Taiwan. The DBS Group has further built up partnerships in China and Taiwan to scale up its consumer finance business. In India and Indonesia, the DBS Group serves retail and emerging affluent clients through "digibank by DBS", the bank's world-class mobile banking platform, in addition to its branch network. The amalgamation of Lakshmi Vilas Bank ("**LVB**") in 2020 expands the DBS Group's branch network and enlarges its retail customer base on which to overlay DBS' digital offering. In 2021, the DBS Group's Hong Kong franchise and Postal Savings Bank of China launched a partnership to participate in the Wealth Management Connect scheme. In May 2022, the DBS Group announced the partnership with Shenzhen Rural Commercial Bank. The DBS Group also launched its digital consumer finance business in China. Additionally, the DBS Group integrated with two major ecosystem platforms and plan to add more strategic partners.

In Taiwan, the DBS Group agreed to acquire Citigroup's Taiwan consumer banking business (Citi Consumer Taiwan). Citi Consumer Taiwan is an incredibly attractive and high-returns franchise, and widely considered to be the best foreign consumer bank in Taiwan. It is expected to accelerate DBS Taiwan's growth by at least 10 years, making it Taiwan's largest foreign bank by assets. The integration between DBS Taiwan and Citi Consumer Taiwan was successfully executed over the weekend of 12 and 13 August 2023. The acquisition is accretive to earnings and return on equity, propelling DBS Taiwan's annual revenue past the SGD 1.3 billion mark.

Digital Channels

The DBS Group offers a wide range of digital banking services in its key markets. In Singapore, DBS Bank has the highest number of digital banking customers. Its digital banking platform "digibank" had 4.6 million users, of which 4.3 million were also mobile banking users as at 31 December 2023. Most of the DBS Group's wealth clients are already online and actively managing their wealth via the bank's digital wealth management platform DBS digiBank.

Credit Cards

As at 31 December 2023, the DBS Group had approximately seven million credit cards in circulation in Singapore, Hong Kong, Taiwan, Indonesia and India. The DBS Group charges fees for the use of its credit cards, earns interest from customers and earns commissions from merchants for transactions processed. The DBS Group is one of the leading players for credit cards in Singapore, Hong Kong and Taiwan. In Indonesia and India, it has one million credit cards in circulation.

Debit Cards

As at 31 December 2023, the DBS Group had approximately five million debit cards in circulation in Singapore. The DBS Group earn fees from international card schemes for use of its debit cards and earns commissions from merchants for transactions processed. The DBS Group is the leading card issuer for debit cards in Singapore.

Consumer Lending

The DBS Group offers housing loans, automobile loans and other consumer lending services. Other consumer lending products offered by the DBS Group include standby credit lines, personal loans, education loans and renovation loans. In Singapore, the DBS Group has the largest market share of mortgages. In markets where DBS Group does not have a large physical distribution network, it expanded the consumer finance business

by working with the ecosystem partners to offer lending solutions to their customers. The volume of loans DBS Group disbursed via ecosystem partners in China, India and Indonesia grew 50 times between 2019 and 2023.

Investments, Insurance and Treasury Products

The DBS Group offers a wide range of investment, insurance and treasury products, including structured deposits, unit trusts, insurance products, structured notes, bonds, currency linked investments, and equity linked notes.

From 1 January 2016, the DBS Group commenced its bancassurance partnership with Manulife Financial Asia Limited to distribute Manulife's life insurance products in Singapore, Hong Kong, China and Indonesia. From 1 January 2018, the DBS Group commenced its partnership with Chubb Limited to distribute its general insurance products in Singapore, Hong Kong, China, Taiwan and Indonesia.

Wealth Management

The DBS Group is one of the largest wealth managers in Asia (ex-China onshore). Rated the "Safest Bank in Asia" by Global Finance for 15 consecutive years from 2009 to 2023, DBS is recognised for its financial strength and stability. The DBS Group provides a differentiated and holistic wealth value proposition across three wealth segments – DBS Treasures (for customers with more than SGD 350,000 AUM), DBS Treasures Private Clients (more than SGD 1.5 million AUM) and DBS Private Bank (more than SGD 5 million AUM) – allowing it to grow alongside its clients across every stage of their wealth journey. As at 31 December 2023, the DBS Group's total wealth assets under management was SGD 365 billion.

Institutional Banking ("IBG")

The DBS Group serves corporate, institutional and SME clients across Asia and provides a comprehensive selection of products and services, including a full range of credit facilities from short-term working capital financing to specialised lending. It also provides global transactional services such as cash management, trade finance and securities and fiduciary services, treasury and markets products, corporate finance and advisory banking as well as capital markets solutions. The DBS Group utilises its regional network, product expertise and local market knowledge to connect corporate, institutional and SME clients with opportunities in Asia to help them expand across borders.

Lending to corporate, institutional and SME clients

The DBS Group provides financing to corporate, institutional and SME clients. The DBS Group originates, arranges, underwrites and distributes loan and loan-related products for corporate and institutional clients across the region to support a diverse range of financing needs, including leveraged finance, acquisition finance and project finance. The DBS Group also provides financing to SMEs across the region, in line with its strategy. In Singapore, the DBS Group participates in government programmes to extend loans to small newly-formed companies.

Transaction Services

The DBS Group provides a full suite of products and services focused on Trade Finance, Cash Management, Securities and Fiduciary Services to enable corporate and institutional clients to manage their operational workflow and financial needs.

Strategic Advisory

The Strategic Advisory unit is responsible for advising the DBS Group's corporate clients to originate, structure, price and execute merger and acquisition transactions, including leveraged buy-outs, demergers and divestitures. The DBS Group originates some of these M&A transactions by matching a corporate client in one geography with another client from another geography, by tapping the DBS Group's array of customers based in Southeast Asia, North Asia and West Asia. The Strategic Advisory unit also supports key corporate clients by rendering advice on corporate strategy, corporate structure, capital structure design and shareholder value creation.

Treasury and Markets ("T&M")

The DBS Group offers foreign exchange, money market and fixed income products, including derivative and structured products in foreign exchange, interest rates, equity, credit and commodities, as well as structured financing solutions. The DBS Group has a leading market share in Singapore dollars treasury products by volume and is an active market maker in regional currencies. As a primary dealer of Singapore government securities, the DBS Group is one of the largest participants in the Singapore government securities market and

an active market maker in Singapore dollars swaps. The DBS Group is a specialist and a leading provider of Asian currency treasury products. In Hong Kong, it is an active market maker in Hong Kong dollars and offshore RMB derivatives. T&M works closely with CBGWM and IBG to structure treasury products for corporate and individual customers. T&M also helps customers raise funds through debt issuances.

Global Financial Markets ("GFM")

With effect from 1 March 2024, DBS Group merged equity capital markets, brokerage DBS Vickers and DBS Digital Exchange (DDEX) with the existing Treasury Markets business. The new group had been renamed as Global Financial Markets (GFM).

Investment Banking

The Investment Banking unit will encompass Debt and Equity capital markets. Through its Debt capital markets unit, the DBS Group provides corporates, financial institutions, supranationals and sovereigns with customised debt solutions, including straight and equity-linked debt capital, structured debt products, hybrid capital, ratings & ESG advisory services, liability management and debt advisory services. The DBS Group is a market leader in the Singapore dollar denominated bond market and has consistently led the league tables in this market for more than a decade. In 2023, DBS Bank acted as bookrunner on 37 transactions, representing around 23% share of SGD 19.9 billion in total market issuances. The DBS Group is also active in the G3 investment grade, high yield bond and certificate of deposit markets. In 2023, DBS was ranked 14th in the Bloomberg Asia ex-Japan G3 bond league table.

Through its Equity capital markets unit, the DBS Group advises and enables its corporate clients across the region to raise equity funds through initial public offerings, rights issues, and share placements. The DBS Group is a leading player in the region with extensive track record in managing and arranging equity issuance. In 2023, it lead-managed 95% of the total equity funds raised in Singapore.

DBS Vickers Securities

The DBS Group provides brokerage services for individual, corporate and institutional clients through DBS Vickers Securities, which has stockbroking licences in Singapore, Hong Kong, Thailand and Indonesia, as well as sales offices in London and New York. DBS Vickers Securities and DBS Bank work together on equity research to cover close to 500 listed companies across Asia. In October 2021, DBS Vickers Securities received formal approval from the Monetary Authority of Singapore under the Payment Services Act 2019 to provide digital payment token services, which would enable DBS Vickers Securities, as a member of DBS Digital Exchange, to directly support asset managers and companies to trade in digital payment tokens through DBS Digital Exchange.

DBS Digital Exchange

The DBS Digital Exchange is a full-service digital asset platform which enables Institutional Investors and Accredited Investors to tap into a fully integrated tokenisation, trading and custody ecosystem for digital assets. With the DBS Digital Exchange, the DBS Group will leverage blockchain technology to provide an ecosystem for fund raising through asset tokenisation and secondary trading of digital assets including security tokens ("**STO**") and cryptocurrencies. In respect of the trading of STOs, DBS Digital Exchange is recognised by the MAS as a recognised market operator.

Regional Presence

As at 31 December 2023, the DBS Group had a presence in 19 markets. Apart from its six key markets in Singapore, Hong Kong, China, Taiwan, India and Indonesia, the DBS Group also had operations in locations such as Australia, the Middle East, and the UK. The DBS Group had fully-owned subsidiaries in Hong Kong, India, China and Taiwan and a 99%-owned subsidiary in Indonesia. In addition, it had affiliates in China through its 33%-owned Changsheng Fund Management Company and 13%-owned Shenzhen Rural Commercial Bank. In December 2023, DBS Group announced that it had obtained the requisite regulatory approvals to increase its existing stake in Shenzhen Rural Commercial Bank from 13% to 16.69%.

As at 31 December 2023, gross loans booked in overseas branches and subsidiaries accounted for approximately 39% of the DBS Group's total customer loans and advances. The DBS Group's main overseas operations are in Hong Kong, China, Taiwan, India and Indonesia.

Hong Kong

Hong Kong, the anchor of the DBS Group's Greater China franchise, is the largest of the DBS Group's operations outside Singapore, accounting for approximately 16% of the DBS Group's earnings in 2023. A large

part of the DBS Group's Hong Kong operations is conducted through DBSHK, a wholly-owned subsidiary of DBS Bank. DBSHK provides a wide range of banking services, including wealth management, investment banking, foreign exchange and treasury services, to corporate, SME and affluent individuals. DBS Bank also operates a branch in Hong Kong. The DBS Group's Hong Kong operations seek to leverage on innovation and digital technologies to grow its market position across large corporate, SME and wealth segments, and intermediate Greater China investment and capital flows.

As at 31 December 2023, the DBS Group's Hong Kong operations had total assets (excluding goodwill and intangible assets) of SGD 98.7 billion, gross customer loans and advances of SGD 67.2 billion, and customer deposits of SGD 77.8 billion.

China

The DBS Group was the first Singapore bank to incorporate a wholly-owned subsidiary in China, DBS Bank (China) Limited ("**DBS China**"). DBS China was incorporated in May 2007 and is headquartered in Shanghai. DBS China offers RMB and foreign currency banking products and services to large corporates, SMEs and affluent individuals.

As at 31 December 2023, DBS China had total assets of SGD 28.6 billion, gross customer loans and advances of SGD 15.0 billion and customer deposits of SGD 18.3 billion. The DBS Group also holds a 33% interest in Changsheng Fund Management Company, a sizable fund management company in China, through DBS Bank Ltd.

On 20 April 2021, the DBS Group entered into an agreement with and obtained approvals from MAS and China Banking and Insurance Regulatory Commission, Shenzhen Office ("**Shenzhen CBIRC**") to subscribe for a 13% stake in Shenzhen Rural Commercial Bank Corporation Limited ("**SZRCB**"). The deal was completed in October 2021. In December 2023, DBS Group obtained the requisite regulatory approvals to increase its existing stake in SZRCB to 16.69%. The investment is in line with the DBS Group's strategy of investing in its core markets and accelerates its expansion in the rapidly growing Greater Bay Area. DBS is the largest shareholder in SZRCB and has representation on SZRCB's board of directors.

On 7 June 2021, the DBS Group's majority-owned securities joint venture in China, DBS Securities (China) Limited ("**DBS Securities**"), received its securities business license from the China Securities Regulatory Commission ("**CSRC**"). DBS Securities is an important part of the DBS Group's strategy in China and provides customers with a full range of onshore and offshore financial services, which include brokerage, securities investment consulting, securities underwriting and sponsorship, as well as proprietary trading.

On 6 March 2023, DBS Bank incorporated a wholly-owned subsidiary in China, DBS Technology (China) Ltd. The subsidiary will assist with the provision of software and information technology services.

Taiwan

A large part of the DBS Group's Taiwan operations is conducted through DBS Bank (Taiwan) Ltd ("**DBS Taiwan**"), a wholly-owned subsidiary of DBS Bank. DBS Taiwan offers a wide range of banking products and services to large corporates, SMEs and affluent individuals. DBS Bank also operates a branch in Taiwan. As at 31 December 2023, the DBS Group's Taiwan operations had total assets of SGD 41.3 billion, gross customer loans and advances of SGD 29.4 billion and customer deposits of SGD 34.0 billion.

On 28 January 2022, DBS entered into an agreement to acquire the consumer banking business of Citigroup Inc. in Taiwan ("**Citi Consumer Taiwan**") via a transfer of assets and liabilities where DBS will pay Citigroup Inc. cash for the net assets of Citi Consumer Taiwan plus a premium capped at SGD 966 million (TWD 22.1 billion).[5] Completion of the proposed acquisition was announced on 14 August 2023, with successful integration executed over the weekend of 12 and 13 August 2023.

India

From 1 March 2019, the DBS Group operates a locally-incorporated wholly-owned subsidiary in India through DBS Bank India Limited ("**DBS India**"). The amalgamation of Lakshmi Vilas Bank in November 2020 provides

[5] Based on exchange rate of NTD 22.89 to SGD 1 and will be adjusted according to the performance of Citi Consumer Taiwan at completion.

DBS India with an enlarged network of over 520 branches across 350 locations, 2.5 million retail customers and 15,000 corporate customers, as well as a strengthened deposit franchise.

As at 31 December 2023, DBS India had total assets of SGD 18.3 billion, gross customer loans and advances of SGD 7.8 billion and customer deposits of SGD 10.3 billion.

Indonesia

As at 31 December 2023, DBS Bank owned 99% of PT Bank DBS Indonesia ("**DBS Indonesia**"). DBS Indonesia offers a wide range of banking products and services to large corporates, SMEs and affluent individuals. DBS Indonesia is a leading foreign bank in trade finance and wealth management. DBS Indonesia also operates "digibank" for retail and emerging affluent customers.

As at 31 December 2023, DBS Indonesia had total assets of SGD 9.5 billion, gross customer loans and advances of SGD 5.5 billion and customer deposits of SGD 7.3 billion.

Technology Unit and Information Technology

The Technology Unit plays an instrumental role in driving the DBS Group's digitalisation agenda. Its key areas of responsibility include technology strategy, architecture and engineering, technology delivery services and strategic sourcing.

The DBS Group's information technology ("**IT**") systems are critical to its business operations and are essential to supporting effectively the expansion of its business operations, increasing efficiencies, minimising errors, coordinating and enhancing risk management and control systems, and meeting the needs of its customers. With the DBS Group's growing business across Asia, it recognises the need for a strong technology and infrastructure platform.

The DBS Group has significantly increased its investment in technology in recent years to enhance stability and resiliency of its systems as it expands in the region. The Technology Unit has been undertaking initiatives to improve agility, enhance security, increase release cadence and build systems designed for application programming interfaces, instrumentation, experimentation and performance.

Operations Unit

The Operations Unit is organised to provide in-depth support to the DBS Group's key businesses, ensuring group-wide consistency, best practice and efficiency. Its key areas of responsibility includes business process reengineering, call centre and processing operations for deposit accounts, loans, wealth management, custodial services, payments, cards, treasury and trade.

The Operations Unit has played a major role in the DBS Group's strategic cost management initiatives to achieve optimisation of processes and resources.

Additional Information about the DBS Group

Competition

In Singapore, the DBS Group believes it has captured leading market shares in loans, mortgages and customer deposits. It competes with other Singapore banks across the full range of banking activities and customer segments. Foreign banks have been able to operate in corporate banking, investment banking and capital market activities over the years. Selected foreign banks, in particular those with QFB licences, are able to compete in the consumer banking segment. In Hong Kong, the DBS Group competes with local and foreign banks in the corporate, SME and affluent retail banking segments.

In other markets, where the DBS Group is building up its presence, it competes with local and foreign banks in the full range of corporate banking and treasury market activities. In the consumer banking segment, the DBS Group is focused on affluent customers and competes with other banks operating in this space.

Properties

The DBS Group owns some of the properties used for carrying out its banking business. These properties are located mainly in Singapore, Hong Kong, India and Taiwan and include office and retail branch premises. For some of these properties, surplus space is leased to third-party tenants for additional income.

Employees

The DBS Group had 40,594, 35,906 and 32,833 employees[6], as at 31 December 2023, 2022 and 2021, respectively. Employees' remuneration is based on total compensation. An employee's total compensation is

[6] Staff count has been remeasured to be based on full-time equivalent. Comparatives have been restated to align to the new basis.

benchmarked to the market and consists of three components: fixed pay, cash bonuses and deferred remuneration such as share grants and deferred cash (where applicable).

Insurance

To mitigate losses from specific unexpected and significant event risks, the DBS Group effects group-wide insurance coverage under the DBS Group's insurance programme from third-party insurers. These insurance policies relate to crime and professional indemnity, directors' and officers' liability, cyber risk, property damage and business interruption, general liability and terrorism.

Legal Proceedings

The DBS Group is involved in litigation and arbitration proceedings in Singapore and in foreign jurisdictions involving claims by and against the DBS Group which arise in the ordinary course of its business. While it is not feasible to predict or determine the ultimate outcome of all pending or threatened litigation and arbitration proceedings, the DBS Group believes that the ultimate outcome of the various litigation and arbitration proceedings already commenced will not have a material adverse effect on the DBS Group's financial condition, liquidity or profitability.

OUR DIRECTORS

Peter Seah Lim Huat

Non-Executive Chairman

Mr. Seah joined the Board of Directors of DBSH and DBS Bank on 16 November 2009 and assumed the role of Chairman on 1 May 2010. He is Chairman of the Board Executive Committee, as well as a member of the Audit Committee, Board Risk Management Committee/BRMC Technology Risk Committee, Compensation and Management Development Committee and Nominating Committee. In addition, he is Chairman of DBS Bank (Hong Kong) Limited.

Mr. Seah is the present Chairman of Singapore Airlines Limited and LaSalle College of the Arts Limited. Mr. Seah was a banker for 33 years before retiring as Vice Chairman and CEO of the former Overseas Union Bank in 2001.

He also serves on the boards of GIC Private Limited, Fullerton Financial Holdings Pte Ltd, STT Communications Ltd. and the University of the Arts Singapore Ltd. He is a member of the Council of Presidential Advisers and the chairman of the National Wages Council.

Mr. Seah received the Public Service Medal (Pingat Bakti Masyarakat) in the 1995 National Day Awards in recognition of his contribution to social and community services. He was awarded the Public Service Star (Bintang Bakti Masyarakat) in the 1999 National Day Awards for his role as Chairman of the SubCommittee on Finance and Banking, Committee on Singapore's Competitiveness. Mr. Seah was also awarded the Distinguished Service Order in the 2012 National Day Awards. He was bestowed the Order of Nila Utama (Distinction), one of Singapore's highest honours, for his contributions to the nation in the 2021 National Day Awards.

Piyush Gupta

Chief Executive Officer

Mr. Gupta has been appointed CEO and Director of the DBS Group since 2009. He is also Chairman of the Board Sustainability Committee. In addition, he is Vice Chairman of DBS Bank (Hong Kong) Limited.

Prior to joining DBS, Mr. Gupta had a 27 year career at Citigroup, where his last position was Chief Executive Officer for South East Asia, Australia and New Zealand.

Mr. Gupta is Chairman of the Board of Trustees of Singapore Management University, Chairman of The Association of Banks in Singapore, Vice Chairman of the Institute of International Finance, Washington, The Institute of Banking & Finance, and the World Business Council for Sustainable Development (WBCSD) Executive Committee, Switzerland. In addition, he is a council member of Singapore's Advisory Council on the Ethical Use of AI and Data, and Singapore's Council for Board Diversity, as well as a member of the Mastercard Asia Pacific Advisory Board, Managing Council of Indian Business-leaders Roundtable under Singapore Indian Development Association (SINDA), CNBC ESG Council and International Business Leaders' Advisory Council

for the Mayor of Shanghai (IBLAC) and a special adviser to SG Her Empowerment Limited. He also sits on the board of Singapore's National Research Foundation.

Mr. Gupta is also a term trustee of the Singapore Indian Development Association (SINDA), the Deputy Chairman of the Dr Goh Keng Swee Scholarship Fund as well as a director of Verified Impact Exchange Holdings Pte. Ltd.

Mr. Gupta has a Bachelor of Arts (Honours) Degree in Economics from St. Stephen's College, Delhi University, India and a Post Graduate Diploma in Management from the Indian Institute of Management, Ahmedabad, India.

Mr. Gupta was named one of the world's top 100 best-performing chief executives in the Harvard Business Review – 2019 edition of "The CEO 100". In 2020, he was awarded the Public Service Star by the President of Singapore for his meritorious services to the nation. He was named the Global Indian of the Year by the Economic Times in 2021, Singapore Business Awards' Outstanding Chief Executive of the Year in 2016, and Singapore Business Leader of the Year by CNBC in 2014. He is a recipient of the 2023 Pravasi Bharatiya Samman Award, the highest honour conferred by the Indian Government on the country's diaspora. In his personal capacity, he takes a keen interest in nature, and is a Co-Chairman of the BirdLife International Global Advisory Group.

Olivier Lim Tse Ghow

Lead Independent Director

Mr. Lim was appointed to the Board of Directors of DBSH and DBS Bank on 7 November 2017. He is Chairman of the Board Risk Management Committee/BRMC Technology Risk Committee, as well as a member of each of the Board Executive Committee and the Nominating Committee.

Mr. Lim was previously with CapitaLand Limited from 2003 to 2014 and served as Group Deputy Chief Executive Officer, Group Chief Investment Officer and Group Chief Financial Officer ("CFO") during his career there. He was named CFO of the Year in the Business Times Singapore Corporate Awards 2007. Between 1989 and 2003, he worked at Citibank Singapore in various roles in the corporate and investment banking units and was Head of the Real Estate Unit in his ultimate role.

Currently, Mr. Lim is Chairman of Starhub Ltd and Singapore Tourism Board. He is a Director of Raffles Medical Group Ltd.

Mr. Lim is a civil engineer by training, and holds a First Class Honours degree in Civil Engineering from Imperial College, London.

Chng Kai Fong

Non-Executive Director

Mr. Chng Kai Fong was appointed to the Board of Directors of DBSH and DBS Bank on 31 March 2021. He is a member of each of the Audit Committee, the Nominating Committee and the Board Sustainability Committee.

Mr. Chng is currently Permanent Secretary (Information and Development) of the Ministry of Communications and Information and Permanent Secretary (Development) (Cybersecurity) in the Prime Minister's Office, Singapore.

Prior to joining SNDGG, Mr. Chng was the Managing Director of Singapore Economic Development Board (EDB) for four years before he stepped down when his term ended in early October 2021. Before EDB, he was the Principal Private Secretary to the Prime Minister of Singapore. He had also served in the Ministry of Trade and Industry, Civil Service College, Ministry of Home Affairs, and the Ministry of Communications and

Information. As part of the Public Service's development programme, he was also seconded for two years to Shell Eastern Petroleum.

Mr. Chng currently serves on the boards of Singapore Symphonia Company Limited, The Government Technology Agency of Singapore (GovTech) and Info-Communications Media Development Authority (IMDA). He is also an Advisory Board Member of Shell Gas & Power Development B.V.'s New Energies Advisory Board.

Mr. Chng graduated from the University of Cambridge with a Bachelor of Arts (1st Class Honours) and a Master in Engineering in 2001. He also graduated from Stanford University's Graduate School of Business Sloan Masters Programme with a Master of Science in Management in 2012.

Bonghan Cho

Independent Director

Dr. Bonghan Cho was appointed to the Board of Directors of DBSH and DBS Bank on 26 April 2018. He is a member of each of the Board Risk Management Committee/BRMC Technology Risk Committee, the Compensation and Management Development Committee and the Nominating Committee.

Dr. Cho is the founder and the CEO of Equalkey Corp., Korea. Equalkey Corp's vision is to transform mathematics and number education using an innovative curriculum and systematic approach, enabled by artificial intelligence ("**AI**"). He is also a director of Tmoney Co., Ltd.

Dr. Cho's previous appointments include the following senior positions based in Seoul: Executive Vice President and Chief Innovation Officer for Samsung Fire & Marine Insurance, Group Deputy CEO and Chief Information Officer ("**CIO**") in Hana Financial Holdings, and President & CEO of Hana INS.

Dr. Cho holds a Ph.D and MS in Computer Science specialising in AI. He attended the University of Southern California ("**USC**"), USA after completing his undergraduate studies at the Seoul National University, South Korea. He is the recipient of a Silver-Medal Award in 1996 AAAI Robotics Competition, a World Championship Award in RoboCup-97 (the First Robot World Cup Soccer Games) and a Meritorious Service Award at USC in 1997.

Dr. Cho has also received recognition for his outstanding contributions in the advancement of the software industry, and has won the Republic of Korea President award in this field.

David Ho

Independent Director

Mr. Ho was appointed to the Board of Directors of DBSH and DBS Bank on 26 April 2023. He is a member of each of the Audit Committee, the Board Sustainability Committee and the Compensation and Management Development Committee.

Mr. Ho was previously a director of DBS Bank (Hong Kong) Limited, having stepped down on the same date he was appointed to the Board.

Mr. Ho is Chairman and founder of Kiina Investment, a venture capital company that invests in startups in the technology, media and telecommunications industries, as well as Chairman of Kiina Ventures, Inc. He also serves as a member of the board of Air Products and Chemical, Qorvo of the United States, as well as Sun Life Financial and Sun Life Assurance Company of Canada. He is also the Chief Fundraising Officer of Noval Inception Philanthropy.

Prior to that, Mr. Ho had served as the Chairman of Greater China for Nokia Siemens Networks, President of Greater China for Nokia Corporation, and Senior Vice President of the Nokia Networks Business Group. He also held senior leadership roles with Nortel Networks and Motorola in China and Canada. In addition, he was a director of Pentair prior to the spinoff of nVent Electric; Triquent Semiconductor prior to its merger with R. F. Micro Devices to form Qorvo; China Ocean Shipping Company prior to its merger with China Shipping Group; as well as two Chinese state-owned enterprises China COSCO Shipping Corporation and China Mobile Communications Corporation.

Mr. Ho holds a Bachelor's degree in Engineering and a Master's degree in Management Sciences from the University of Waterloo in Canada.

Punita Lal

Independent Director

Ms. Punita Lal was appointed to the Board of Directors of DBSH and DBS Bank on 1 April 2020. She is a member of each of the Audit Committee, the Compensation and Management Development Committee and

the Nominating Committee. In addition, she is a director of DBS Foundation Ltd, a not-for-profit company established to strengthen DBS' corporate social responsibility efforts across Asia.

Ms. Lal has over 30 years of experience in Strategy, Marketing and Leadership in the consumer-packaged goods industry. Her prior experience includes working for Coca Cola in China, and PepsiCo in India. Her last held executive role was MD & CEO for NourishCo, a strategic joint venture between Tata Global Beverages and PepsiCo, from 2010 to 2012.

Ms. Lal is currently an independent director of Cipla Limited (a company listed in India). She is also a director of Carlsberg A/S.

Ms. Lal holds a Bachelor of Arts, Economics (Honours) degree from St. Stephen's College, Delhi, and a Master of Business Administration from the Indian Institute of Management, Calcutta.

Judy Lee

Independent Director

Ms. Judy Lee was appointed to the Board of Directors of DBSH and DBS Bank on 4 August 2021. She is a member of each of the Audit Committee, the Board Risk Management Committee/BRMC Technology Risk Committee, the Compensation and Management Development Committee and the Board Sustainability Committee. In addition, she is a director of DBS Foundation Ltd, a not-for-profit company established to strengthen DBS' corporate social responsibility efforts across Asia.

Ms. Lee is currently the Managing Director and Co-Founder of Dragonfly LLC, an international risk advisory firm based in New York. Concurrently, she is CEO of Dragonfly Capital Ventures LLC and Managing Director of Dragonfly Advisors Pte. Ltd.

Prior to Dragonfly, Ms Lee was a partner at Capco, a global financial services solutions firm and earlier at Capital Market Risk Advisors, a strategy and risk management consulting firm. Before that she was a principal at Bankers Trust New York.

Ms. Lee is currently the chairperson of Strides DST Pte. Ltd. (a SMRT JV company) as well as a director of Commercial Bank of Ceylon PLC, SMRT Corporation Ltd, JTC Corporation, Temasek Lifesciences Accelerator Pte. Ltd., Mapletree Logistics Trust Management Ltd. (the Manager of Mapletree Logistics Trust), SG Her Empowerment Limited and AlTi Global, Inc. (formerly known as Alvarium Tiedemann Holdings, Inc.). She also served as a member of the Executive Board of the Stern School of Business, New York University, as well as Co-President and Director of Break Some Glass Inc., WomenExecs on Boards.

Ms. Lee holds a Bachelor of Science in Finance & International Business from NYU Stern Business School, and a Master of Business Administration from The Wharton School of the University of Pennsylvania. She also attended the Advanced Management Program as well as the Women on Boards Program at the Harvard Business School.

Anthony Lim Weng Kin

Independent Director

Mr. Anthony Lim was appointed to the Board of Directors of DBSH and DBS Bank on 1 April 2020. He is Chairman of the Compensation and Management Development Committee, as well as a member of each of the Board Risk Management Committee/BRMC Technology Risk Committee and the Board Executive Committee.

Mr. Lim spent 19 years with GIC Pte Ltd (GIC) before he retired in 2017. He joined GIC as its president of the London office in 1998 and was appointed in 2009 as its president (Americas) based in New York. Prior to joining GIC, Mr. Lim was a senior managing director at Bankers Trust Company, where he held various management and trading positions in the global markets' division in Singapore and London from 1987 to 1998. Before Bankers Trust, he was with the Monetary Authority of Singapore (MAS), where he spent three years in their New York Office. His last position at the MAS was as Head of the Foreign Exchange, Gold, and Liquidity Division.

Mr. Lim currently serves on the boards of CapitaLand Hope Foundation and CapitaLand Investment Limited. He is a member of the Institute of International Education, Scholar Rescue Fund Selection Committee and also a member of the Queensway Secondary School Advisory Committee. Mr. Lim is also a Non-Resident

Ambassador to the Republic of Colombia of the Ministry of Foreign Affairs. Mr. Lim previously served as an independent director of CapitaLand Limited and Vista Oil & Gas S.A.B. de C.V.

Mr. Lim holds a Bachelor of Science degree from National University of Singapore, and attended the Advanced Management Program conducted by Harvard Business School.

Tham Sai Choy

Independent Director

Mr. Tham Sai Choy was appointed to the Board of Directors of DBSH and DBS Bank on 3 September 2018. He is Chairman of each of the Audit Committee and Nominating Committee as well as a member of the Board Risk Management Committee/BRMC Technology Risk Committee and the Board Sustainability Committee. In addition, he is a director of DBS Bank (China) Limited and DBS Foundation Ltd, a not-forprofit company established to strengthen DBS' corporate social responsibility efforts across Asia.

Until his retirement in 2017 as the chairman of KPMG in Asia Pacific, Mr. Tham was a member of KPMG's global board. At various times, he was leading or participating in its committees charged with board nominations, executive compensation and risk management. As a member of the executive committee responsible for KPMG's global strategies and planning, he played a key role in the firm's investment in and development of its capabilities in cybersecurity, data analytics and digital transformation. In his 36 years of practice, he worked with many of Singapore's listed companies in their audits and on a wide range of their other needs. This has included assisting them with the raising of capital in Singapore and the US, acquisitions of a variety of businesses, investigations into major corporate failures and restructuring of complex business operations.

Mr. Tham currently serves on the boards of Keppel Ltd., Nanyang Polytechnic, Singapore International Arbitration Centre and Mount Alvernia Hospital. He is also the Chairman of E M Services Private Limited.

Mr. Tham holds a Bachelor of Arts (Honours) Degree in Economics, University of Leeds, UK. He is a Fellow of the Institute of Singapore Chartered Accountants, the Institute of Chartered Accountants in England and Wales, and the Singapore Institute of Directors.

GENERAL AND STATUTORY INFORMATION

1. The Issuer has obtained all necessary consents, approvals and authorisations in Singapore in connection with the establishment of the Programme. The establishment of the Programme has been approved by the Board of Directors of the Issuer. The Issuer has obtained or will obtain all necessary consents, approvals and authorisations in connection with the issue and performance of any Notes issued by it.

2. There has been no material adverse change in the financial position of the Issuer and its subsidiaries since 30 May 2023.

3. The Issuer is not, and has not been, involved in any litigation or arbitration proceedings that may have, or have had during the 12 months preceding the date of this Offering Circular, a material adverse effect on the financial position of the Issuer and as of the date of this Offering Circular, the Issuer is not aware of any such litigation or arbitration pending or threatened against it.

4. This Offering Circular indicates where a copy of the audited consolidated financial information of DBSH, which is the ultimate holding company of the group to which the Issuer belongs, may be obtained.

   DBSH's most recently published financial information may be viewed from www.dbs.com.

   Please refer to the section on "References to Websites" in this Offering Circular for a disclaimer relating to the usage of information contained in the websites referred to above.

5. The Issuer files its audited financial statements, which is required under the Companies Act 1967 of Singapore, with the Accounting and Corporate Regulatory Authority, Singapore each year.

6. Each Bearer Note having a maturity of more than one year, Receipt, Coupon and Talon 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".

7. The applicable Issue Document will indicate if Notes have been accepted for clearance through Euroclear and Clearstream or CDP, as the case may be. The Common Code and the International Securities Identification Number ("**ISIN**") or, where applicable, the identification number for any other relevant Clearing System for each Series of Notes (or details of how to obtain such information) will be set out in the applicable Issue Document.

8. For so long as any Notes remain outstanding, the following documents will be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the specified office of the Issuer in Singapore:

   (a) the Agency Agreement (as well as any supplements thereto or any amended and restated Agency Agreement), which includes the forms of the Global Notes, the definitive Notes and in the case of Bearer Notes, the Coupons, the Receipts and the Talons;

   (b) the Constitution of the Issuer;

   (c) the Deed of Covenant (as well as any supplements thereto or any amended and restated Deed of Covenant);

   (d) a copy of this Offering Circular (as well as any supplemental or replacement Offering Circular issued since the date of this Offering Circular);

   (e) for each Series of Notes, copies of any Issue Document and any supplements thereto in respect of any Tranche (save that each Issue Document relating to a Note which is not listed on a stock exchange will only be available for inspection by a holder of such Note and such holder must provide evidence satisfactory to the Issuer as to its holding and its identity);

(f) the latest annual audited financial statements (including the notes thereto) of the Issuer and DBSH and any more recently published interim and quarterly financial statements of DBSH; and

(g) such other documents as may be indicated in any supplemental or replacement Offering Circular and/or Issue Document, where applicable.

The applicable Issue Document in respect of any issue of Notes will provide details of any such supplemental or replacement Offering Circular issued after the date of this Offering Circular.

Requests for photocopies of any of the above documents will be subject to such charges as may be imposed by the Issuer.

9. The Issuer has not appointed any trustee or other representative to act on behalf, or in the interests, of the Noteholders.

10. The Notes will not have the benefit of any credit enhancement.

GLOSSARY

For the purpose of this Offering Circular and the applicable Issue Document, the following definitions apply, where the context so admits:

Term	*Meaning*
Agency Agreement	The Amended and Restated Agency Agreement dated 17 April 2024, (as amended and/or supplemented and/or restated from time to time) between the Issuer, DBS Bank Ltd. as fiscal and paying agent, as registrar, as transfer agent and also as calculation agent.
Agent	The Fiscal and Paying Agent, the other Paying Agents, the Registrar, the Transfer Agent or the Calculation Agent (together, the "**Agents**" and each, an "**Agent**").
Arranger	DBS Bank Ltd., acting in its capacity as the arranger.
Authority	The Monetary Authority of Singapore.
Bearer Global Note	Bearer Notes issued in the form of a bearer global note.
Bearer Notes	Notes issued in bearer form.
CDP	The Central Depository (Pte) Limited.
Calculation Agent	DBS Bank Ltd., or such other successor calculation agent as specified in the applicable Issue Document.
Class	A class of Notes, consisting of a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single Class and (ii) identical to each other in all respects.
Clearing System	Euroclear, Clearstream, CDP or any other entity selected by the Issuer to act as a clearing system in relation to an issue of Notes (together, the "**Clearing Systems**" and each, a "**Clearing System**").
Clearstream	Clearstream Banking, S.A..
Conditions Supplement	The pricing supplement containing terms and conditions applicable to each Tranche of Notes and such other information as may be required and/or permitted under the applicable laws and regulations at the time of issue.
DBS Bank Group	DBS Bank and its consolidated subsidiaries.
DBS Group	DBSH and its consolidated subsidiaries.
DBSH	DBS Group Holdings Ltd.
Deed of Covenant	The Amended and Restated Deed of Covenant dated 1 October 2019, (as amended and/or supplemented and/or restated from time to time) executed by the Issuer in relation to the Notes.
Definitive Bearer Notes	Notes issued in definitive bearer form.
Depositors	Persons being Depository Agents or holders of direct securities accounts with CDP but do not include a holder of an account maintained with a Depository Agent.
Depository Agents	Entities approved by CDP under the Companies Act 1967 of Singapore for the purpose of maintaining securities sub-accounts for their own accounts and the account of others.
Depository System	An electronic book-entry clearance and settlement system for the trading of debt securities.

Distribution Agreement	A distribution agreement, if any, entered into between the Issuer and a distributor in relation to the distribution of a Tranche of Notes by such distributor, in the form to be agreed in writing between the relevant parties.
Distributor	A distributor of Notes appointed by the Issuer on its own or, together with any other Dealer(s) and any Market Agent pursuant to a Distribution Agreement.
Euroclear	Euroclear Bank SA/NV
Exchange Date	40 days after a Temporary Global Note is issued.
Exchange Event	The various events and circumstances described in the sections on "Form of the Notes – Bearer Notes" and "Form of the Notes – Registered Notes" in this Offering Circular, pursuant to which Notes in global form may be exchanged for Notes in definitive form.
Fiscal and Paying Agent	DBS Bank Ltd., or such other successor fiscal and paying agent as specified in the applicable Issue Document.
Fitch	Fitch Ratings Ltd.
Issue Document	The Issue Document in relation to any Note which shall comprise the Conditions Supplement.
Issuer	DBS Bank Ltd., acting in its capacity as the issuer of Notes.
ISIN	The International Securities Identification Number.
ITA	Income Tax Act 1947 of Singapore.
Market Agent	DBS Bank Ltd. or any other person who effects buy back arrangements in connection with an issue of Notes.
Moody's	Moody's Investors Service, Inc.
Notes	Structured notes, as described in the section on "Summary of the Programme" in this Offering Circular, which are issued or to be issued by the Issuer under the Programme.
Noteholders	Holders of any Notes. Where Notes are represented by Global Notes, please refer to the section on "Terms and Conditions of the Notes" for a description of Noteholders.
Offering Circular	This Offering Circular, as updated and/or supplemented from time to time.
Paying Agents	The Fiscal and Paying Agent, together with any additional or successor paying agents as specified in the applicable Issue Document.
Permanent Global Note	Notes issued in the form of a permanent global note.
Programme	The U.S.$18,000,000,000 Structured Note Programme described in this Offering Circular.
Programme Agreement	The Amended and Restated Programme Agreement dated 17 April 2024, as amended and/or supplemented and/or restated from time to time),

	pursuant to which DBS Bank Ltd. has been appointed by the Issuer as the initial Dealer under the Programme.
Registered Global Note	Registered Notes issued in the form of a registered global note.
Registered Notes	Notes issued in registered form.
Registrar	DBS Bank Ltd., or such other successor registrar as specified in the applicable Issue Document.
Regulation S	Regulation S of the Securities Act.
RMB	Renminbi, the lawful currency of the People's Republic of China.
Securities Act	United States Securities Act of 1933, as amended.
Series	A series of Notes, consisting of Notes of one or more (but a maximum of three) Classes.
SFA	Securities and Futures Act 2001 of Singapore.
S$	Singapore Dollar, the lawful currency of Singapore.
SGX-ST	The Singapore Exchange Securities Trading Limited.
S&P	S&P Global Ratings, a division of S&P Global Inc.
Temporary Global Note	Notes issued in the form of a temporary global note.
Terms and Conditions	The Terms and Conditions of the Notes as set out in full in the section on "Terms and Conditions of the Notes" in this Offering Circular.
Tranche	A tranche of Notes, which are identical to each other in all respects.
Transfer Agent	DBS Bank Ltd., or such other successor or additional transfer agents as specified in the applicable Issue Document.
Underlying Assets	Assets linked to the Notes and as described in the applicable Issue Document. Noteholders have no recourse to or interest in the Underlying Assets - please refer to the risk factor on "Risks relating to Notes – You have no rights to the Underlying Assets" in the section on "Risk Factors" in this Offering Circular.
USD, U.S. dollar or U.S.$	United States Dollar, the lawful currency of the United States of America.

Terms defined in the Terms and Conditions shall have the same meanings in this Offering Circular and shall prevail in the event of any conflict with the terms defined in this Offering Circular.

Terms used in the section on "Summary of the Programme" in this Offering Circular shall bear the same meanings when used elsewhere in this Offering Circular.

The expressions "**we**", "**us**", "**our**" or other grammatical variations thereof, shall, unless otherwise stated, mean DBS Bank Ltd. acting in its capacity as the Issuer.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons include corporations.

Any reference to a time of days in this Offering Circular and the applicable Issue Document will be a reference to Singapore time, unless otherwise stated.

CORPORATE INFORMATION

Board of Directors:	Mr. Peter Seah Lim Huat Mr. Piyush Gupta Mr. Olivier Lim Tse Ghow Mr. Chng Kai Fong Dr. Bonghan Cho Mr. David Ho Hing-Yuen Ms. Punita Lal Ms. Judy Lee Mr. Anthony Lim Weng Kin Mr. Tham Sai Choy
Company Secretary(ies):	Mr. Marc Tan Weiqiang Mr. Alvin Zhuang Zhang Yu Ms. Ericia Tan Sze Ying
Registered Office:	DBS Bank Ltd. 12 Marina Boulevard Marina Bay Financial Centre Tower 3 Singapore 018982 Tel: (65) 6878 8888
Arranger:	DBS Bank Ltd. 12 Marina Boulevard Marina Bay Financial Centre Tower 3 Singapore 018982
Fiscal and Paying Agent, Calculation Agent, Transfer Agent and Registrar:	DBS Bank Ltd. 10 Toh Guan Road, Level 4A Jurong Gateway Singapore 608838
Solicitors to the Issuer and in respect of the Programme (as at the update of the Programme):	Allen & Gledhill LLP One Marina Boulevard #28-00 Singapore 018989

IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE NON-U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (AS DEFINED BELOW) ("**REGULATION S**")) PURCHASING THE SECURITIES OUTSIDE THE U.S. IN AN OFFSHORE TRANSACTION IN RELIANCE ON REGULATION S.

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NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES 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 SECURITIES 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, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE FOLLOWING OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. ANY INVESTMENT DECISION SHOULD BE MADE ON THE BASIS OF THE FINAL TERMS AND CONDITIONS OF THE SECURITIES AND THE INFORMATION CONTAINED IN THE OFFERING CIRCULAR (AS AMENDED AND RESTATED) THAT WILL BE DISTRIBUTED TO YOU PRIOR TO THE PRICING DATE AND NOT ON THE BASIS OF THE ATTACHED DOCUMENTS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORIZED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

Confirmation of your Representation: In order to be eligible to view the following Offering Circular or make an investment decision with respect to the securities, investors must be non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act. By accepting the e-mail and accessing the following Offering Circular, you shall be deemed to have represented to us that (1) you and any customers you represent are non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act and that the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the United States and (2) that you consent to the delivery of such Offering Circular by electronic transmission.

You are reminded that the following Offering Circular has been delivered to you on the basis that you are a person into whose possession the following Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorized to, deliver or disclose the contents of the following Offering Circular to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any Dealer (as described in the Offering Circular) or any affiliate of a Dealer is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the issuer in such jurisdiction.

The following offering circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission, and consequently none of the Issuer, the Arranger nor any Dealer nor any person who controls any of them nor any director, officer, employee nor agent of any of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Offering Circular distributed to you in electronic format and the hard-copy version available to you on request from an Arranger.

You should not reply by e-mail to this notice, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected. You are responsible for protecting this e-mail against viruses and other destructive items. Your use of this e-mail is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

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The audited consolidated financial statements of DBS Bank Ltd. as of and for the year ended 31 December 2023 set out herein have been reproduced from the DBS Bank Ltd. financial statements which have been previously published and filed with ACRA. The audited financial statements have not been specifically prepared for inclusion in this Offering Circular.

DBS BANK LTD.

(Incorporated in Singapore. Registration Number: 196800306E)

AND ITS SUBSIDIARIES

FINANCIAL STATEMENTS

For the financial year ended 31 December 2023

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DBS Bank Ltd. and its Subsidiaries

Directors' Statement
for the financial year ended 31 December 2023

The Directors are pleased to present their statement to the Member, together with the audited consolidated financial statements of DBS Bank Ltd. (the Bank) and its subsidiaries (the Bank Group) and the financial statements of the Bank for the financial year ended 31 December 2023. These have been prepared in accordance with the provisions of the Companies Act 1967 (the Companies Act) and the Singapore Financial Reporting Standards (International).

In the opinion of the Directors:

(a) the consolidated financial statements of the Bank Group, consisting of the Bank and its subsidiaries, and the financial statements of the Bank, together with the notes thereon, as set out on pages 1 to 82, are drawn up so as to give a true and fair view of (i) the financial position of the Bank Group and Bank, as at 31 December 2023, and (ii) the financial performance and changes in equity of the Bank Group and Bank, and cash flow statement of the Bank Group, for the financial year ended on that date; and

(b) as at the date of this statement, there are reasonable grounds to believe that the Bank Group and the Bank will be able to pay their debts as and when they fall due.

Board of Directors

The Directors in office at the date of this statement are:

Mr Peter Seah *(Chairman)*
Mr Olivier Lim *(Lead Independent Director)*
Mr Piyush Gupta *(Chief Executive Officer)*
Dr Bonghan Cho
Mr Chng Kai Fong
Mr David Ho Hing-Yuen (appointed 26 April 2023)
Ms Punita Lal
Ms Judy Lee
Mr Anthony Lim
Mr Tham Sai Choy

Mr Piyush Gupta, Mr Chng Kai Fong and Ms Judy Lee will retire by rotation in accordance with Article 95 of the Bank's Constitution at the forthcoming annual general meeting (AGM) and, being eligible, will offer themselves for re-election at the AGM.

Mr David Ho Hing-Yuen will retire in accordance with Article 74(b) of the Bank's Constitution at the forthcoming AGM and, being eligible, will offer himself for re-election at the AGM.

Directors' interests in shares or debentures

Each of the following Directors who held office at the end of the financial year had, according to the register of directors' shareholdings required to be kept under Section 164 of the Companies Act, an interest in shares of the Bank and related corporations as stated below:

	Holdings in which Directors have a direct interest		Holdings in which Directors are deemed to have an interest	
	As at 31 Dec 2023	As at 1 Jan 2023	As at 31 Dec 2023	As at 1 Jan 2023
DBS Group Holdings Ltd ("DBSH") ordinary shares				
Mr Peter Seah	329,218	312,033	-	-
Mr Olivier Lim	150,554	146,672	-	-
Mr Piyush Gupta	43,864	26,400	2,185,721	1,989,046
Dr Bonghan Cho	13,389	10,684	-	-
Ms Punita Lal	6,485	3,829	-	-
Ms Judy Lee	4,453	1,148	-	-
Mr Anthony Lim	8,215	4,872	-	-
Mr Tham Sai Choy	106,168	102,478	-	-
Share awards (unvested) granted under the DBSH Share Plan				
Mr Piyush Gupta [(1)]	748,864	830,431	-	-

(1) Mr Piyush Gupta's share awards form part of his remuneration. Details of the DBSH Share Plan are set out in Note 38 of the Notes to the Bank Group's 2023 financial statements

There was no change in any of the above-mentioned interests between the end of the financial year and 21 January 2024.

DBSH Share Plan

At the Annual General Meeting of DBSH held on 25 April 2019, the DBSH Share Plan (which was first adopted on 18 September 1999) was extended for another ten years, from 18 September 2019 to 17 September 2029 (both dates inclusive). The DBSH Share Plan is administered by the Compensation and Management Development Committee (CMDC). As at the date of this statement, the members of the CMDC are Mr Anthony Lim (Chairman), Mr Peter Seah, Dr Bonghan Cho, Mr David Ho Hing-Yuen, Ms Punita Lal and Ms Judy Lee.

Under the terms of the DBSH Share Plan:

(a) Awards over DBSH's ordinary shares may be granted to Bank Group executives who hold such rank as may be determined by the CMDC from time to time. Awards may also be granted to (amongst others) executives of associated companies of DBSH who hold such rank as may be determined by the CMDC from time to time, and non-executive Directors of DBSH;

(b) Where time-based awards are granted, participants are awarded ordinary shares of DBSH or, at the CMDC's discretion, their equivalent cash value or a combination of both as part of their deferred bonus, at the end of the prescribed vesting periods. Awards are granted under the DBSH Share Plan at the absolute discretion of the CMDC. Dividends on unvested shares do not accrue to employees;

(c) Awards under the DBSH Share Plan may be granted at any time in the course of a financial year, and may lapse by reason of cessation of employment or misconduct of the participant, except in cases such as retirement, redundancy, ill health, injury, disability, death, bankruptcy of the participant, or by reason of the participant, being a non-executive Director, ceasing to be a Director, or in the event of a take-over, winding up or reconstruction of DBSH;

(d) Subject to the prevailing legislation and the rules of the Singapore Exchange, DBSH will have the flexibility to deliver ordinary shares of DBSH to participants upon vesting of their awards by way of an issue of new ordinary shares and/ or the transfer of existing ordinary shares (which may include ordinary shares held by DBSH in treasury); and

(e) The class and/ or number of ordinary shares of DBSH comprised in an award to the extent not yet vested, and/ or which may be granted to participants, are subject to adjustment by reason of any variation in the ordinary share capital of DBSH (whether by way of a capitalisation of profits or reserves or rights issue, reduction, subdivision, consolidation, or distribution) or if DBSH makes a capital distribution or a declaration of a special dividend (whether in cash or *in specie*), upon the written confirmation of the auditor of DBSH that such adjustment (other than in the case of a capitalisation issue) is fair and reasonable.

During the financial year, time-based awards in respect of an aggregate of 5,740,016 ordinary shares were granted pursuant to the DBSH Share Plan to selected employees of the Bank Group[1]. In addition, during the financial year, certain non-executive Directors received an aggregate of 38,702 share awards which vested immediately upon grant. These share awards formed part of their directors' fees for acting as Directors of DBSH in 2022.

Details of the share awards granted under the DBSH Share Plan to Directors of the Bank(1) are as follows:

Directors of the Bank	Share awards granted during the financial year under review	Share awards vested during the financial year under review(2)
Mr Peter Seah	17,185	17,185
Mr Olivier Lim	3,882	3,882
Mr Piyush Gupta	232,572(3)	314,139
Dr Bonghan Cho	2,705	2,705
Ms Punita Lal	2,656	2,656
Ms Judy Lee	3,305	3,305
Mr Anthony Lim	3,343	3,343
Mr Tham Sai Choy	3,690	3,690

(1) The directors' fees for Mr Chng Kai Fong were paid in cash to a government agency, the Directorship & Consultancy Appointments Council while Mr David Ho Hing-Yuen joined during the financial year. Accordingly, they had not been granted share awards

(2) Treasury shares were transferred to Directors pursuant to the vesting of such share awards

(3) The share awards granted to Mr Piyush Gupta are time-based awards which will vest over a 4-year period. This represents the aggregate of (a) 220,554 share awards which were granted in February 2023 and formed part of his remuneration for 2022; and (b) 12,018 shares arising from adjustments made to all unvested share awards granted under the DBSH Share Plan on 6 April 2023

[1] With reference to Rule 852(2) of the SGX-ST Listing Manual, none of the participants had received shares, pursuant to the release of awards granted, which in aggregate represent 5% or more of the total number of new shares available under the DBSH Share Plan.

Arrangements to enable Directors to acquire shares or debentures

Neither at the end of, nor at any time during the financial year, was the Bank a party to any arrangement, the object of which is to enable the Directors to acquire benefits through the acquisition of shares in, or debentures of, the Bank or any other body corporate, save as disclosed in this statement.

Independent Auditor

PricewaterhouseCoopers LLP has expressed its willingness to accept re-appointment as independent external auditor.

On behalf of the Directors

Mr Peter Seah

Mr Piyush Gupta

6 February 2024
Singapore

INDEPENDENT AUDITOR'S REPORT TO THE MEMBER OF DBS BANK LTD.

Report on the Audit of the Financial Statements

Our Opinion

In our opinion, the accompanying consolidated financial statements of DBS Bank Ltd. (the "Bank") and its subsidiaries (the "Bank Group") and the balance sheet, income statement, statement of comprehensive income and statement of changes in equity of the Bank are properly drawn up in accordance with the provisions of the Companies Act 1967 (the "Act") and Singapore Financial Reporting Standards (International) ("SFRS(I)s") so as to give a true and fair view of the consolidated financial position of the Bank Group and the financial position of the Bank as at 31 December 2023 and of the consolidated financial performance, the consolidated changes in equity and the consolidated cash flows of the Bank Group, and of the financial performance and changes in equity of the Bank for the financial year ended on that date.

What we have audited

The financial statements of the Bank Group and the Bank comprise:

- the income statements of the Bank Group and the Bank for the year ended 31 December 2023;
- the statements of comprehensive income of the Bank Group and the Bank for the year ended 31 December 2023;
- the balance sheets of the Bank Group and of the Bank as at 31 December 2023;
- the consolidated statement of changes in equity of the Bank Group for the year then ended;
- the statement of changes in equity of the Bank for the year then ended;
- the consolidated cash flow statement of the Bank Group for the year then ended; and
- the notes to the financial statements, including material accounting policy information.

Basis for Opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report.

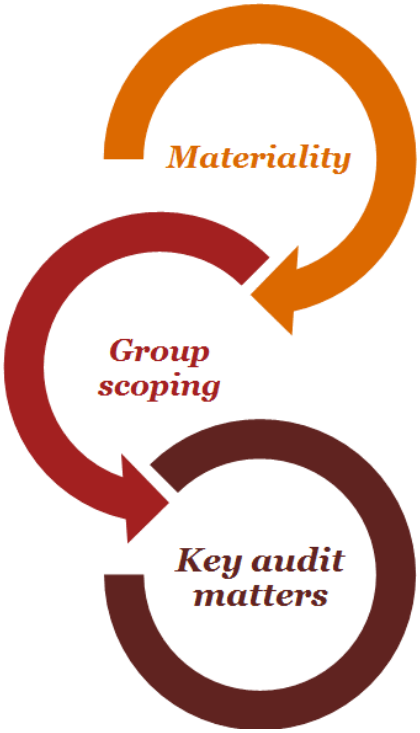
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Independence

We are independent of the Bank Group in accordance with the Accounting and Corporate Regulatory Authority Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities ("ACRA Code") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code.

Our Audit Approach

Overview



Materiality

- We determined the overall Bank Group materiality based on 5% of the Bank Group's profit before tax.

Group scoping

- Full scope audit procedures were performed over the Singapore Operations of DBS Bank Ltd. and DBS Bank (Hong Kong) Limited ("significant components").
- We identified as component entities ("other components") the branches of DBS Bank Ltd. Hong Kong, Taipei and London, as well as the subsidiaries DBS Bank (China) Limited, PT Bank DBS Indonesia, DBS Bank (Taiwan) Ltd and DBS Bank India Limited. This is where certain account balances were considered to be significant in size in relation to the Bank Group. Consequently, audit specified procedures for the significant account balances of these components were performed to obtain sufficient and appropriate audit evidence.

Key audit matters

- Specific allowances for loans and advances to customers
- General allowances for credit losses (Stage 1 and 2 Expected Credit Loss)
- Goodwill
- Valuation of financial instruments held at fair value

As part of designing our audit, we determined materiality and assessed the risks of material misstatement in the accompanying financial statements. In particular, we considered where management made subjective judgements; for example, in respect of significant accounting estimates that involved making assumptions and considering future events that are inherently uncertain. As in all of our audits, we also addressed the risk of management override of internal controls, including, among other matters, consideration of whether there was evidence of bias that represented a risk of material misstatement due to fraud.

Materiality

The scope of our audit was influenced by our application of materiality. An audit is designed to obtain reasonable assurance as to whether the consolidated financial statements are free from material misstatement. Misstatements may arise due to fraud or error. They are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the consolidated financial statements.

Based on our professional judgement, we determined certain quantitative thresholds for materiality, including the overall Bank Group materiality for the consolidated financial statements as a whole, as set out in the table below. These, together with qualitative considerations, helped us to determine the scope of our audit and the nature, timing and extent of our audit procedures and to evaluate the effect of misstatements, both individually and on the financial statements as a whole.

How we determined overall Bank Group materiality	5% of the Bank Group's profit before tax
Rationale for benchmark applied	• We chose 'profit before tax' as, in our view, it is the benchmark against which performance of the Bank Group is most commonly measured. • We selected 5% based on our professional judgement, noting that it is also within the range of commonly accepted profit-related thresholds.

In performing our audit, we allocated materiality levels to the significant components and other components of the Bank Group. These are less than the overall Bank Group materiality.

How we developed the audit scope

We tailored the scope of our audit in order to perform sufficient work to enable us to provide an opinion on the financial statements as a whole, taking into account the structure of the Bank Group, the accounting processes and controls, and the industry in which the Bank Group operates. The Bank Group's financial reporting process is dependent on its Information Technology ("IT") systems. Our audit scope included testing the operating effectiveness of the controls over the integrity of key financial data processed through the IT systems that are relevant to financial reporting.

In establishing the overall Bank Group audit approach, we determined the extent of audit procedures that were needed to be performed across the Bank Group by us or by other PwC network firms, operating under our instruction, who are familiar with the local laws and regulations in each respective territory, (the "component auditors"). Where the work was performed by component auditors, we determined the level of involvement we needed to have in the procedures to be able to conclude whether sufficient and appropriate audit evidence had been obtained as a basis for our opinion on the financial statements as a whole.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements for the financial year ended 31 December 2023. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Key audit matter	How our audit addressed the key audit matter
Specific allowances for loans and advances to customers As at 31 December 2023, the specific allowances for loans and advances to customers of the Bank Group was $2,347 million, the majority of which related to Institutional Banking Group ("IBG") customers. Specific allowances refer to loss allowances for credit-impaired exposures (i.e. Stage 3, per SFRS (I) 9). Expected Credit Losses ("ECL") on non-impaired exposures (i.e. Stage 1 and Stage 2) are set out under the 'General allowances for credit losses' key audit matter. We focused on this area because management assessment of impairment can be inherently subjective and involves significant judgement over both the timing and estimation of the size of such impairment. This includes: • principal assumptions underlying the calculation of specific allowances for loans and advances to IBG customers where there is evidence of impairment losses (including future profitability of borrowers and expected realisable value of collateral held); and • classification of loans and advances in line with MAS Notice 612 ("MAS 612"). (Refer also to Notes 3 and 17 to the financial statements.)	We assessed the design and evaluated the operating effectiveness of key controls over the specific allowances for loans and advances. These controls included: • oversight of credit risk by the Group Credit Risk Committee; • timely management review of credit risk; • watchlist identification and monitoring; • timely identification of impairment events; • classification of loans and advances in line with MAS 612; and • collateral monitoring and valuation. We determined that we could rely on these controls for the purposes of our audit. We inspected a sample of loans and advances to IBG customers to assess whether the classification of the loans and advances was in line with MAS 612 and, where there was evidence of an impairment loss, whether it had been identified in a timely manner. This included, where relevant, how forbearance had been considered. Where impairment had been identified, for a sample of loans and advances, our work included: • considering the latest developments in relation to the borrower; • examining the forecasts of future cash flows prepared by management, including key assumptions in relation to the amount and timing of recoveries; • comparing the collateral valuation and other sources of repayment to check the calculation of the impairment against external evidence, where

Key audit matter	How our audit addressed the key audit matter
	available, including independent valuation reports; • challenging management's assumptions; and • testing the calculations. For a sample of performing loans and advances to IBG customers which had not been identified by management as potentially impaired, we evaluated management's assumptions on their classification, using external evidence where available in respect of the relevant borrower. Based on procedures performed, we assessed that the aggregate specific allowance for loans and advances is appropriate.
General allowances for credit losses (Stage 1 and 2 Expected Credit Loss) SFRS(I) 9 *Financial Instruments* ("SFRS(I) 9") requires an ECL impairment model which takes into account forward-looking information to reflect potential future economic events. In estimating ECL over future time periods, significant judgement is required. We focused on the Bank Group's measurement of general allowances on non-impaired exposures ($3,896 million). This covers both 'Stage 1' exposures (where there has not been a significant increase in credit risk), and 'Stage 2' exposures (where a significant increase in credit risk has been observed). The ECL framework implemented by the Bank Group involves significant judgement and assumptions that relate to, amongst others: • adjustments to the Bank Group's Basel credit models and parameters;	We critically assessed management's assumptions and estimates relating to Stage 1 and Stage 2 ECL for retail and non-retail portfolios as at 31 December 2023. This included assessing refinements in methodologies made during the year, as well as to account for changes in risk outlook. We assessed the design and evaluated the operating effectiveness of key controls, focusing on: • involvement of governance committees, in reviewing and approving certain forward-looking macroeconomic assumptions, including post model adjustments; • completeness and accuracy of external and internal data inputs into the ECL calculations; and • accuracy and timeliness of allocation of exposures into Stage 1 and Stage 2 based on quantitative and qualitative triggers. We determined that we could rely on these controls for the purposes of our audit. The Bank Group's internal experts continue to perform independent model validation of selected aspects of the Bank Group's ECL methodologies and assumptions each year. We checked their results as part of our work.

Key audit matter	How our audit addressed the key audit matter
• use of forward-looking and macro-economic information; • estimates for the expected lifetime of revolving credit facilities; • assessment of significant increase in credit risk; and • post-model adjustments to account for limitations in the ECL models. (Refer also to Notes 3 and 11 to the financial statements.)	We also reviewed the ECL of selected credit portfolios to assess if the methodologies and estimates are appropriate. Through the course of our work, we assessed the rationale and calculation basis of post-model adjustments. We also assessed the reasonableness of certain forward-looking economic inputs, as well as the overall ECL output. Overall, we concluded that the Bank Group's ECL on non-impaired exposures is appropriate.
Goodwill As at 31 December 2023, the Bank Group had $6,081 million of goodwill as a result of acquisitions. We focused on this area as management makes significant judgements in estimating future cash flows when undertaking its annual goodwill impairment assessment. The key assumptions used in the discounted cash flow analyses relate to: • cash flow forecasts; • discount rate; and • long-term growth rate. (Refer also to Notes 3 and 26 to the financial statements.)	For goodwill balances, we assessed the appropriateness of management's identification of the Bank Group's cash generating units and the process by which indicators of impairment were identified. For DBS Bank (Hong Kong) Limited's franchise (goodwill of $4,631 million as at 31 December 2023), we evaluated management's cash flow forecasts and the process by which they were developed. Together with valuation specialists in our team, we assessed discount rate and growth rate assumptions against the Bank Group's own historical performance and available external industry and economic indicators. We checked management's sensitivity analysis over the key assumptions to determine whether any reasonably possible change in these assumptions would result in an impairment, and also performed our own stress analysis. We concur with management's assessment that goodwill balances are not impaired as at 31 December 2023.
Valuation of financial instruments held at fair value Financial instruments held by the Bank Group at fair value include derivative assets and liabilities, trading securities, certain debt instruments and other assets and liabilities designated at fair value.	We assessed the design and tested the operating effectiveness of the controls over the Bank Group's financial instruments valuation processes. These included the controls over: • management's testing and approval of new models and revalidation of existing models; • the completeness and accuracy of pricing data inputs into valuation models;

Key audit matter	How our audit addressed the key audit matter
The Bank Group's financial instruments are predominantly valued using quoted market prices ('Level 1') or market observable prices ('Level 2'). The valuations of 'Level 3' instruments rely on significant unobservable inputs. We considered the overall valuation of financial instruments (Level 1, 2 and 3) to be a key audit matter given the financial significance to the Bank Group, the nature of the underlying products and the estimation involved to determine fair value. In determining fair value, management also make adjustments to recognise credit risk, funding costs, bid-offer spreads and, in some cases, parameter and model risk limitations. This is broadly consistent with the banking industry, albeit the methodology to calculate some of these adjustments is continuing to evolve. (Refer also to Notes 3 and 40 to the financial statements.)	• monitoring of collateral disputes; and • governance mechanisms and monitoring over the valuation processes (including derivative valuation adjustments) by the Group Market and Liquidity Risk Committee and the Group Valuation Committee. We determined that we could rely on the controls for the purposes of our audit. In addition, we: • engaged our own specialists to use their models and input sources to determine an independent estimate of fair value for a sample of the Bank Group's Level 1 and Level 2 financial instruments. We compared these to the Bank Group's calculations of fair value to assess individual material valuation differences or systemic bias; • assessed the reasonableness of methodologies used and assumptions made for a sample of financial instrument valuations with significant unobservable valuation inputs (Level 3 instruments); • performed procedures on collateral disputes to identify possible indicators of inappropriate valuations; • performed tests of inputs and assessed the methodology over fair value adjustments, in light of available market data and industry trends; and • considered the implications of global reforms to Interest Reference Rates in our assessment of fair value. Overall, we considered that the valuation of financial instruments held at fair value was within a reasonable range of outcomes.

Other Information

Management is responsible for the other information. The other information comprises the Directors' Statement (but does not include the financial statements and our auditor's report thereon), which we obtained prior to the date of this auditor's report.

Our opinion on the financial statements does not cover the other information and we do not and will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

If, based on the work we have performed on the other information that we obtained prior to the date of this auditor's report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Directors for the Financial Statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Act and SFRS(I)s, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

In preparing the financial statements, management is responsible for assessing the Bank Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Bank Group or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the Bank Group's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bank Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Bank Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Bank Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Bank Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

In our opinion, the accounting and other records required by the Act to be kept by the Bank and by those subsidiary corporations incorporated in Singapore of which we are the auditors, have been properly kept in accordance with the provisions of the Act.

The engagement partner on the audit resulting in this independent auditor's report is Yura Mahindroo.

PricewaterhouseCoopers LLP
Public Accountants and Chartered Accountants
Singapore, 6 February 2024

DBS Bank Ltd. and its subsidiaries
Income Statements
For the Year Ended 31 December 2023

In $ millions	Note	The Group 2023	The Group 2022	Bank 2023	Bank 2022
Interest income		**27,888**	15,939	**22,231**	11,984
Interest expense		**14,281**	5,023	**12,350**	4,092
Net interest income	4	**13,607**	10,916	**9,881**	7,892
Net fee and commission income	5	**3,366**	3,091	**2,365**	2,166
Net trading income	6	**2,856**	2,308	**2,450**	1,964
Net income from investment securities	7	**217**	115	**174**	96
Other income	8	**71**	42	**1,068**	331
Non-interest income		**6,510**	5,556	**6,057**	4,557
Total income		**20,117**	16,472	**15,938**	12,449
Employee benefits	9	**5,053**	4,376	**3,153**	2,675
Other expenses	10	**3,227**	2,707	**2,146**	1,764
Total expenses		**8,280**	7,083	**5,299**	4,439
Profit before allowances and amortisation		**11,837**	9,389	**10,639**	8,010
Amortisation of intangible assets		**9**	-	**-**	-
Allowances for credit and other losses	11	**590**	237	**379**	92
Profit after allowances and amortisation		**11,238**	9,152	**10,260**	7,918
Share of profits or losses of associates and joint ventures		**214**	207	**-**	-
Profit before tax		**11,452**	9,359	**10,260**	7,918
Income tax expense	12	**1,415**	1,181	**1,057**	878
Net profit		**10,037**	8,178	**9,203**	7,040
Attributable to:					
Shareholders		**10,016**	8,155	**9,203**	7,040
Non-controlling interests		**21**	23	**-**	-
		10,037	8,178	**9,203**	7,040

(see notes on pages 7 to 82 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Statements of Comprehensive Income
For the Year Ended 31 December 2023

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Net profit	**10,037**	8,178	**9,203**	7,040
Other comprehensive income:				
Items that may be reclassified subsequently to income statement:				
Translation differences for foreign operations	**(527)**	(997)	**(179)**	(216)
Other comprehensive income of associates	**(1)**	8	**-**	-
Gains/ (losses) on debt instruments classified at fair value through other comprehensive income				
Net valuation taken to equity	**810**	(1,860)	**652**	(1,530)
Transferred to income statement	**(89)**	117	**(66)**	117
Taxation relating to components of other comprehensive income	**(55)**	125	**(34)**	77
Cash flow hedge movements				
Net valuation taken to equity	**978**	(2,241)	**775**	(1,703)
Transferred to income statement	**177**	(128)	**202**	(100)
Taxation relating to components of other comprehensive income	**(76)**	172	**(46)**	80
Items that will not be reclassified to income statement:				
Losses on equity instruments classified at fair value through other comprehensive income (net of tax)	**(181)**	(417)	**(180)**	(422)
Fair value change from own credit risk on financial liabilities designated at fair value (net of tax)	**(108)**	115	**(108)**	115
Defined benefit plans remeasurements (net of tax)	**(8)**	(1)	**(3)**	-
Other comprehensive income, net of tax	**920**	(5,107)	**1,013**	(3,582)
Total comprehensive income	**10,957**	3,071	**10,216**	3,458
Attributable to:				
Shareholders	**10,960**	3,106	**10,216**	3,458
Non-controlling interests	**(3)**	(35)	**-**	-
	10,957	3,071	**10,216**	3,458

(see notes on pages 7 to 82 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Balance Sheets as at 31 December 2023

		The Group		Bank	
In $ millions	**Note**	**2023**	**2022**	**2023**	**2022**
Assets					
Cash and balances with central banks	14	**50,213**	54,170	**42,488**	45,751
Government securities and treasury bills	15	**70,565**	64,995	**48,083**	44,946
Due from banks		**67,236**	60,062	**61,237**	53,653
Derivatives	35	**22,786**	45,063	**21,446**	43,517
Bank and corporate securities	16	**81,735**	75,457	**71,402**	66,063
Loans and advances to customers	17	**416,163**	414,519	**321,902**	326,983
Other assets	19	**17,966**	18,287	**12,163**	13,917
Associates and joint ventures	22	**2,487**	2,280	**1,484**	1,386
Investment in subsidiaries	21	**-**	-	**15,594**	13,065
Due from subsidiaries	21	**-**	-	**29,309**	22,758
Due from holding company		**1,474**	1,120	**1,474**	1,119
Properties and other fixed assets	25	**3,689**	3,238	**1,978**	1,897
Goodwill and intangible assets	26	**6,313**	5,340	**334**	334
Total assets		**740,627**	744,531	**628,894**	635,389
Liabilities					
Due to banks		**46,704**	39,684	**41,357**	32,812
Deposits and balances from customers	27	**535,103**	527,000	**401,460**	408,290
Derivatives	35	**23,474**	45,291	**21,728**	43,286
Other liabilities	28	**22,337**	22,690	**15,711**	16,668
Other debt securities	29	**43,387**	43,781	**40,992**	40,918
Due to holding company		**6,039**	8,425	**5,037**	7,276
Due to subsidiaries		**-**	-	**47,621**	36,354
Total liabilities		**677,044**	686,871	**573,906**	585,604
Net assets		**63,583**	57,660	**54,988**	49,785
Equity					
Share capital	30	**24,452**	24,452	**24,452**	24,452
Other equity instruments	31	**2,396**	2,396	**2,396**	2,396
Other reserves	32	**(4,425)**	(5,662)	**(2,610)**	(3,980)
Revenue reserves	32	**40,054**	35,355	**30,750**	26,917
Shareholders' funds		**62,477**	56,541	**54,988**	49,785
Non-controlling interests	33	**1,106**	1,119	**-**	-
Total equity		**63,583**	57,660	**54,988**	49,785

(see notes on pages 7 to 82 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Consolidated Statement of Changes in Equity
For the Year Ended 31 December 2023

The Group	Attributable to shareholders of the Bank						
In $ millions	Share capital	Other equity instruments	Other reserves	Revenue reserves	Shareholders' funds	Non-controlling interests	Total equity
2023							
Balance at 1 January	**24,452**	**2,396**	**(5,662)**	**35,355**	**56,541**	**1,119**	**57,660**
Dividends paid to holding company[(a)]	**-**	**-**	**-**	**(5,013)**	**(5,013)**	**-**	**(5,013)**
Dividends paid to non-controlling interests	**-**	**-**	**-**	**-**	**-**	**(19)**	**(19)**
Disposal of controlling interest in a subsidiary	**-**	**-**	**-**	**-**	**-**	**(2)**	**(2)**
Other movements	**-**	**-**	**(61)**	**50**	**(11)**	**11**	**-**
Net profit	**-**	**-**	**-**	**10,016**	**10,016**	**21**	**10,037**
Other comprehensive income	**-**	**-**	**1,298**	**(354)**	**944**	**(24)**	**920**
Balance at 31 December	**24,452**	**2,396**	**(4,425)**	**40,054**	**62,477**	**1,106**	**63,583**
2022							
Balance at 1 January	24,452	2,396	(600)	30,987	57,235	1,165	58,400
Redemption of preference shares issued by a subsidiary	-	-	-	-	-	(243)	(243)
Issue of perpetual capital securities issued by a subsidiary	-	-	-	-	-	243	243
Dividends paid to holding company[(a)]	-	-	-	(3,789)	(3,789)	-	(3,789)
Dividends paid to non-controlling interests	-	-	-	-	-	(22)	(22)
Other movements	-	-	(36)	25	(11)	11	-
Net profit	-	-	-	8,155	8,155	23	8,178
Other comprehensive income	-	-	(5,026)	(23)	(5,049)	(58)	(5,107)
Balance at 31 December	24,452	2,396	(5,662)	35,355	56,541	1,119	57,660

(a) Includes distributions paid on capital securities classified as equity (2023: $84 million; 2022: $85 million)

(see notes on pages 7 to 82 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Statement of Changes in Equity
For the Year Ended 31 December 2023

Bank **In $ millions**	**Share capital**	**Other equity instruments**	**Other reserves**	**Revenue reserves**	**Total equity**
2023					
Balance at 1 January	**24,452**	**2,396**	**(3,980)**	**26,917**	**49,785**
Dividends paid to holding company[(a)]	**-**	**-**	**-**	**(5,013)**	**(5,013)**
Net profit	**-**	**-**	**-**	**9,203**	**9,203**
Other comprehensive income	**-**	**-**	**1,370**	**(357)**	**1,013**
Balance at 31 December	**24,452**	**2,396**	**(2,610)**	**30,750**	**54,988**
2022					
Balance at 1 January	24,452	2,396	(425)	23,693	50,116
Dividends paid to holding company[(a)]	-	-	-	(3,789)	(3,789)
Net profit	-	-	-	7,040	7,040
Other comprehensive income	-	-	(3,555)	(27)	(3,582)
Balance at 31 December	24,452	2,396	(3,980)	26,917	49,785

(a) Includes distributions paid on capital securities classified as equity (2023: $84 million; 2022: $85million)

(see notes on pages 7 to 82 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Consolidated Cash Flow Statement
For the Year Ended 31 December 2023

In $ millions	The Group 2023	2022
Cash flows from operating activities		
Profit before tax	**11,452**	9,359
Adjustments for non-cash and other items:		
Allowances for credit and other losses	**590**	237
Amortisation of intangible assets	**9**	-
Depreciation of properties and other fixed assets	**737**	701
Share of profits or losses of associates and joint ventures	**(214)**	(207)
Net gain on disposal of controlling interest in a subsidiary	**(18)**	-
Net gain on disposal, net of write-off of properties and other fixed assets	**19**	50
Net income from investment securities	**(217)**	(115)
Interest expense on lease liabilities	**19**	21
Profit before changes in operating assets and liabilities	**12,377**	10,046
Increase/ (Decrease) in:		
Due to banks	**8,804**	10,845
Deposits and balances from customers	**(6)**	31,010
Derivatives and other liabilities	**(19,391)**	28,912
Other debt securities and borrowings	**(135)**	(2,465)
Due to holding company	**(2,740)**	(2,228)
(Increase)/ Decrease in:		
Restricted balances with central banks	**(223)**	(705)
Government securities and treasury bills	**(6,180)**	(13,801)
Due from banks	**(7,996)**	(9,344)
Bank and corporate securities	**(6,926)**	(7,878)
Loans and advances to customers	**2,156**	(12,410)
Derivatives and other assets	**22,580**	(28,255)
Tax paid	**(1,311)**	(1,033)
Net cash generated from operating activities (1)	**1,009**	2,694
Cash flows from investing activities		
Dividends from associates	**81**	86
Acquisition of interests in associates and joint ventures	**(124)**	(114)
Proceeds from disposal of properties and other fixed assets	**2**	3
Purchase of properties and other fixed assets	**(718)**	(669)
Proceeds from divestment of subsidiary	**49**	-
Net cash proceeds from acquisition of Citi Taiwan Consumer Banking Business	**1,437**	-
Net cash used in investing activities (2)	**727**	(694)
Cash flows from financing activities		
Redemption of preference shares issued by a subsidiary	**-**	(243)
Issue of perpetual capital securities issued by a subsidiary	**-**	243
Dividends paid to holding company[(a)]	**(5,013)**	(3,789)
Dividends paid to non-controlling interests	**(19)**	(22)
Net cash used in financing activities (3)	**(5,032)**	(3,811)
Exchange translation adjustments (4)	**(805)**	(903)
Net change in cash and cash equivalents (1)+(2)+(3)+(4)	**(4,101)**	(2,714)
Cash and cash equivalents at 1 January	**43,976**	46,690
Cash and cash equivalents at 31 December (Note 14)	**39,875**	43,976

(a) Includes distributions paid on capital securities classified as equity

(see notes on pages 7 to 82 which form part of these financial statements)

These Notes are integral to the financial statements.

The consolidated financial statements for the year ended 31 December 2023 were authorised for issue by the Directors on 6 February 2024.

1. Domicile and Activities

DBS Bank Ltd. (the Bank) is incorporated and domiciled in the Republic of Singapore and has its registered office at 12 Marina Boulevard, Marina Bay Financial Centre Tower Three, Singapore 018982. It is a wholly-owned subsidiary of DBS Group Holdings Ltd (DBSH).

The Bank is principally engaged in a range of commercial banking and financial services, principally in Asia.

The financial statements relate to the Bank and its subsidiaries (the Group) and the Group's interests in associates and joint ventures.

2. Summary of Material Accounting Policies

2.1 Basis of preparation

Compliance with Singapore Financial Reporting Standards (International) (SFRS(I))

The financial statements of the Bank and the consolidated financial statements of the Group are prepared in accordance with Singapore Financial Reporting Standards (International) (SFRS(I)).

The financial statements are presented in Singapore dollars and rounded to the nearest million, unless otherwise stated.

2.2 Significant estimates and judgement

The preparation of financial statements requires management to exercise judgement, use estimates and make assumptions in the application of policies and in reporting the amounts in the financial statements. Although these estimates are based on management's best knowledge of current events and actions, actual results may differ from these estimates. Critical accounting estimates and assumptions used that are significant to the financial statements, and areas involving a higher degree of judgement and complexity, are disclosed in Note 3.

2.3 New or amended SFRS(I) effective for 2023 year-end

The Group has adopted International Tax Reform – Pillar Two Model Rules (Amendments to SFRS(I) 1-12) upon its issuance in May 2023. The amendments provide a temporary mandatory exception from deferred tax accounting arising from the implementation of Pillar Two model rules which is effective immediately, and also require new disclosures on the Pillar Two exposure.

The other amendments to SFRS(I) that were effective from 1 January 2023 did not have a significant impact on the Group's financial statements.

2.4 New SFRS(I) and Interpretations effective for future periods

The amendments and interpretations effective for future periods do not have a significant impact on the Group's financial statements.

A) General Accounting Policies

A summary of the Group's material accounting policies is described further below starting with those relating to the entire financial statements followed by those relating to the income statement, the balance sheet and other specific topics. This does not reflect the relative importance of these policies to the Group.

2.5 Group Accounting

Subsidiaries
Subsidiaries are entities (including structured entities) over which the Group has control. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity.

Subsidiaries are consolidated from the date control is transferred to the Group to the date control ceases.

The acquisition method is used to account for business combinations. Please refer to Note 2.13 for the Group's accounting policy on goodwill.

All intra-group transactions and balances are eliminated on consolidation.

Associates and Joint Ventures
Associates are entities over which the Group has significant influence but no control, where the Group generally holds a shareholding of between and including 20% and 50% of the voting rights.

Joint ventures are entities which the Group has joint control and rights to the net assets of the entity.

Investments in associates and joint ventures are initially recognised at cost. In addition, when the Group's share of the fair value of the identifiable net assets of the investment exceeds the cost of acquisition paid by the Group, the excess is recognised in profit and loss as part of the share of profit from associates and joint ventures.

Investments in associates and joint ventures are accounted for using the equity method. Under the equity method of accounting, these investments are initially recognised at cost and adjusted thereafter to recognise the Group's share of post-acquisition profits or losses and the Group's share of other comprehensive income. Dividends received or receivable from the associates and joint ventures are recognised as a reduction of the carrying amount of the investments.

2.6 Foreign currency treatment

Functional and presentation currency
Items in the financial statements are measured using the functional currency of each entity in the Group, this being the currency of the primary economic environment in which the entity operates. The Group's financial statements are presented in Singapore dollars, which is the functional currency of the Bank.

Foreign currency transactions and balances
Transactions in foreign currencies are measured using the exchange rate at the date of the transaction.

Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency of the entity undertaking the transaction at the exchange rates at the balance sheet date. Foreign exchange differences arising from this translation are recognised in the income statement within "Net trading income".

Non-monetary assets and liabilities measured at cost in a foreign currency are translated using the exchange rates at the date of the transaction.

Non-monetary assets and liabilities measured at fair values in foreign currencies are translated using the exchange rates at the date when the fair values are determined, which is generally the balance sheet date.

Unrealised foreign exchange differences arising from non-monetary financial assets and liabilities classified as fair value through profit or loss (FVPL) are recognised in the income statement as trading income.

Non-monetary financial assets that are classified at fair value through other comprehensive income (FVOCI) relates mainly to FVOCI equities. Please refer to Note 2.9 for the accounting treatment of FVOCI equities.

Foreign operations
The results and financial position of subsidiaries, associates, joint ventures and branches or units whose functional currency is not Singapore dollars ("foreign operations") are translated into Singapore dollars in the following manner:

- Assets and liabilities are translated at the exchange rates at the balance sheet date;
- Income and expenses in the income statement are translated at exchange rates prevailing at each month-end, approximating the exchange rates at the dates of the transactions; and
- All resulting exchange differences are recognised in other comprehensive income and accumulated under foreign currency translation reserves in equity. When a foreign operation is partially or fully disposed of, or when it is liquidated, such exchange differences are recognised in the income statement as part of the gain or loss.

For acquisitions prior to 1 January 2005, the foreign exchange rates at the respective dates of acquisition were used. Goodwill and fair value adjustments arising on the acquisition of a foreign operation on or after 1 January 2005 are treated as assets and liabilities of the foreign operation and translated at the closing rate. Please refer to Note 26 for an overview of goodwill recorded.

2.7 Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to management.

In preparing the segment information, amounts for each business segment are shown after the allocation of certain centralised costs, funding income and the application of transfer pricing, where appropriate. Transactions between segments are recorded within the segment as if they are third party transactions and are eliminated on consolidation.

Please refer to Note 47 for further details on business and geographical segment reporting.

B) Income Statement

2.8 Income recognition

Interest income and interest expense
Interest is accrued on all interest-bearing financial assets and financial liabilities, regardless of their classification and measurement, except for limited transactions measured at FVPL where the economics are better reflected in "Net trading income".

Interest income and interest expense are recognised on a time-proportionate basis using the effective interest method. The calculation includes significant fees and transaction costs that are integral to the effective interest rate, as well as premiums or discounts.

Net interest income also includes the interest element of derivative instruments that are (i) designated in hedge accounting relationships (Note 2.19) or (ii) used in funding or other hedging arrangements where this treatment would reduce an accounting mismatch.

Fee and commission income
The Group earns fee and commission income from a diverse range of products and services provided to its customers. Fee and commission income are recognised when the Group has satisfied its performance obligation in providing the promised products and services to the customer, and are recognised based on contractual rates agreed with customers, net of expected waivers based on historical experience, and net of expenses directly related to it. The Group generally satisfies its performance obligation and recognises the fee and commission income on the following basis:

- Transaction-based fee and commission income is recognised on the completion of the transaction. Such fees include underwriting fees, brokerage fees, bancassurance sales commission and variable service fees, and fees related to the completion of corporate finance transactions.
- For a service that is provided over a period of time, fee and commission income is generally recognised on equal proportion basis over the period during which the related service is provided or credit risk is undertaken. This basis of recognition most

appropriately reflects the nature and pattern of provision of these services to the customers over time. Fees for these services can be billed to customers in advance or periodically over time. Such fees include the income from issuance of financial guarantees and bancassurance fixed service fees.

The Group does not provide any significant credit terms to customers for the above products and services.

Directly related expenses typically include brokerage fees paid, card-related expenses and sales commissions, but do not include expenses for services delivered over a period (such as service contracts) and other expenses that are not specifically related to fee and commission income transactions.

Dividend income
Dividend income is recognised when the right to receive payment is established. Dividend income arising from financial assets classified as FVPL is recognised in "Net trading income", while those arising from FVOCI financial assets is recognised in "Net income from investment securities".

Allowances for credit and other losses
Please refer to Note 2.11 for the accounting policy on impairment of financial assets.

C) Balance Sheet

2.9 Financial assets

Initial recognition
Purchases and sales of all financial assets are recognised on the date that the Group enters into the contractual arrangements with counterparties. When the Group acts as a trustee or in a fiduciary capacity for assets it does not directly control or benefit from, the assets and the corresponding income belonging to a customer are excluded from the financial statements.

Financial assets are initially recognised at fair value, which is generally the transaction price.

Classification and subsequent measurement
SFRS(I) 9 categorises debt-like financial assets based on the business model within which the assets are managed, and whether the assets constitute a "basic lending arrangement" where their contractual cash flows represent solely payments of principal and interest (SPPI). Interest is defined as consideration for the time value of money, credit risk, other basic lending risks and may include a profit margin.

The classification of the financial assets and the associated accounting treatment are as follows:

- Debt instruments are measured at **amortised cost** when they are in a "hold to collect" (HTC) business model and have contractual cash flows that are SPPI in nature. The objective of a HTC business model is to collect contractual principal and interest cash flows. Sales are incidental to the objective and expected to be either insignificant or infrequent. These assets consist primarily of loans in the "Consumer Banking/ Wealth Management" and "Institutional Banking" segments as well as debt securities from the "Others" segment.

- Debt instruments are measured at **fair value through other comprehensive income** (FVOCI) when they are in a "hold to collect & sell" (HTC & S) business model and have cash flows that are SPPI in nature. Both the collection of contractual cash flows and sales are integral to achieving the objective of the HTC & S business model. Assets measured at FVOCI comprise mainly of debt securities from "Treasury Markets" and the "Others" segment.

  Unrealised gains or losses on FVOCI debt instruments are recorded in other comprehensive income and accumulated in FVOCI revaluation reserves. When they are sold, the accumulated fair value adjustments in FVOCI revaluation reserves are reclassified to the income statement as "Net income from investment securities".

- Debt instruments are measured at **fair value through profit or loss** (FVPL) when:

  i) the assets are not SPPI in nature;
  ii) the assets are not part of a "HTC" or "HTC & S" business model; or
  iii) the assets are designated at FVPL to eliminate or significantly reduce the measurement or recognition inconsistencies that would otherwise arise from measuring assets or liabilities on different bases.

  Assets measured at FVPL are mainly recorded in the "Treasury Markets" segment. Realised and unrealised gains or losses on FVPL financial assets are taken to the income statement in the period they arise.

- Subsequent changes in fair value of non-trading equity instruments can be taken through profit or loss or comprehensive income, as elected. The Group generally elects its non-trading equity instruments to be classified as FVOCI. Other than dividend income, gains and losses on FVOCI equity instruments are recorded in other comprehensive income and accumulated in FVOCI revaluation reserves, and not reclassified to profit or loss upon derecognition.

- Derivatives (including derivatives embedded in financial liabilities but separated for accounting purposes) are classified as held for trading unless they are designated in hedge accounting relationships (Note 2.19). Derivatives are classified as assets when the fair value is positive and as liabilities when the fair value is negative. Changes in the fair value of derivatives other than those designated as hedging instruments in cash flow or net investment hedges are included in "Net trading income". Also refer to Note 2.8 on the accounting for the interest element of derivative instruments.

Reclassification
Reclassification of financial assets are prohibited unless the Group changes its business model for managing financial assets. In practice, this is expected to be infrequent.

Determination of fair value
The fair value of financial assets is the price that would be received if the asset is sold in an orderly transaction between market participants at the measurement date. Fair value is generally estimated by using prices in active markets or by using valuation techniques that use observable market parameters as inputs. Where applicable, a valuation reserve or pricing adjustment is applied to arrive at the fair value. Significant judgement is required in estimating fair value. Refer to Note 40 for further details.

Offsetting
Financial assets and liabilities are presented net when there is a legally enforceable right to offset the recognised amounts and there is an intention to settle them on a net basis, or realise the asset and settle the liability simultaneously.

Derecognition
Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or when they have been transferred together with substantially all the risks and rewards of ownership.

The Group enters into certain transactions where it transfers financial assets recognised on its balance sheet but retains either all or a portion of the risks and rewards of the transferred financial assets. In such cases, the transferred financial assets are not derecognised from the balance sheet. Such transactions include repurchase agreements described in Note 2.12. They also include transactions where control over the financial asset is retained, for example, by a simultaneous transaction (such as options) with the same counterparty to which the asset is transferred. These are mainly transacted in the "Treasury Markets" segment. In such cases, the Group continues to recognise the asset to the extent of its continuing involvement which is the extent to which it is exposed to changes in the value of the transferred asset.

Please refer to Note 18 for disclosures on transferred financial assets.

2.10 Cash and cash equivalents

For the purposes of the cash flow statement, cash and cash equivalents comprise cash on hand and non-restricted balances with central banks which are readily convertible into cash.

2.11 Impairment of financial assets at amortised cost and FVOCI

Expected Credit Losses (ECL)
ECL are recognised for all financial assets held at amortised cost, debt instruments measured at FVOCI, guarantees and undrawn credit commitments. It represents the present value of expected cash shortfalls over the residual term of a financial asset, guarantee or undrawn commitment.

At initial recognition, allowance is required for ECL resulting from possible default events that may occur within the next 12 months ('12-month ECL'). In the event of a significant increase in credit risk, allowance is required for ECL resulting from possible default events over the expected life of the instrument ('lifetime ECL').

The ECL recognised follows the three-stage model: financial instruments where 12-month ECL is recognised are considered Stage 1; financial instruments which experience a significant increase in credit risk (SICR) are in Stage 2; and financial instruments with objective evidence of default or are credit-impaired are in Stage 3.

- **Stage 1** - Financial instruments are classified as Stage 1 at initial recognition and will remain under Stage 1 unless they experience a SICR or become credit-impaired. 12-month ECL is recognised for these instruments.

- **Stage 2** - Financial instruments which experience a SICR subsequent to initial recognition, but are not yet credit-impaired, will migrate from Stage 1 to Stage 2. Lifetime ECL is recognised for these instruments.

  SICR: SICR is assessed by comparing the risk of default at reporting date to the risk of default at origination using a range of qualitative and quantitative factors.

  For wholesale exposures, a financial instrument is deemed to have experienced a significant increase in credit risk when:
  - the observed change in its probability of default (PD), as observed by downgrades in the Group's internal credit risk rating for this instrument between origination and reporting dates, is more than pre-specified thresholds; or
  - it is placed on certain internal credit watchlists categories for closer scrutiny of developing credit issues.

  For retail exposures, days past due is the main driver, supplemented with a PD-based criterion. In any event, all retail and wholesale exposures that are more than 30 days past due are presumed to have experienced a significant increase in credit risk, unless assessed otherwise, and are classified as Stage 2.

  Instruments in Stage 2 that no longer exhibit a significant increase in credit risk will be transferred back to Stage 1.

- **Stage 3** - Financial instruments that become credit-impaired with evidence of default, i.e. non-performing assets, are transferred to Stage 3. Please refer to Note 42 for the definition of non-performing assets.

  Lifetime ECL is recognised for these assets. ECL for Stage 3 assets are also known as specific allowances.

  A Stage 3 exposure that is restructured can be upgraded to Stage 2 if there are reasonable grounds to conclude that the obligor is able to service future principal and interest payments in accordance with the restructured terms. Stage 3 financial assets are written-off, in whole or in part, when the Group has exhausted all practical recovery efforts and has concluded that there is no reasonable expectation of future recoveries.

Measurement of ECL
ECL are unbiased and probability-weighted estimates of credit losses determined by evaluating a range of possible outcomes, considering past events, current conditions and assessments of future economic conditions at the reporting date. The ECL associated with a financial instrument is typically a product of its probability of default (PD), loss given default (LGD) and exposure at default (EAD) discounted using the original effective interest rate to the reporting date.

Component	Description
PD	Point-in-time (based on current conditions, adjusted to take into account estimates of future conditions that will impact PD) estimate of the likelihood of default.
LGD	Estimate of the loss arising on default. It is based on the difference between the contractual cash flows due and those that the Group would expect to receive, including recoveries from collaterals.
EAD	Estimate of the expected credit exposure at time of default, taking into account repayments of principal and interest as well as expected drawdowns on undrawn credit commitments and potential pay-outs on guarantees issued.

The 12-month ECL is calculated by multiplying the 12-month PD, LGD and EAD. Lifetime ECL is calculated by multiplying the lifetime PD, LGD and EAD. The 12-month and lifetime PDs represent the probability of default occurring over the next 12 months and the remaining maturity of the instrument respectively.

In most instances, expected remaining maturity is the same as the remaining contractual life which represents the maximum contractual period over which the Group is exposed to the credit risk of the borrower. However, for some revolving products (e.g. credit cards), the expected remaining maturity may exceed the contractual maturity. In such instances, behavioural expected remaining life will be used.

ECL Modelling - Point-in-Time and Forward-Looking Adjustments
The Group leverages the models and parameters implemented under the Basel II Internal Ratings-Based (IRB) framework where possible, with appropriate modifications to meet SFRS(I) 9 requirements.

Other relevant historical information, loss experience or proxies will be utilised for portfolios without appropriate Basel models and parameters, with a view to maximise the use of available information that is reliable and supportable.

For the wholesale portfolios, credit cycle indices (CCIs) have been developed for the key industries and geographies. CCIs are summary measures that depict broad-based, sector-wide changes in credit risk, which are constructed by comparing the median expected default frequency of firms within each segment against a long-run average. Expected default frequency is in turn a market-based point-in-time default risk measure driven by the market value of firms' assets, asset volatility and leverage. CCIs are then used as inputs to convert the generally more through-the-cycle PDs derived from Basel models/ parameters into the point-in-time equivalents by adding the unaccounted portion of cyclical variations, as well as to incorporate forward-looking information. LGDs are determined using historical loss data, which are adjusted for both the latest and forecasted recovery experience.

The Group relies on a Monte Carlo simulation approach to consider over 100 probability-weighted forward-looking scenarios in estimating ECL. This involves simulations of many alternative CCI scenarios to arrive at an unbiased ECL estimate that are meant to cover all possible good and bad scenarios based on known estimates.

For material unsecured retail portfolios under the Advanced Internal Ratings-Based Approach (Advanced IRBA), the Group has rolled out a SFRS(I) 9 adjusted PD, LGD and EAD-based approach during the year. For other retail portfolios, historical loss experience is used in conjunction with the forecast loss rates which take into account relevant macroeconomic variables, such as property prices and unemployment rates.

Expert credit judgement and post model adjustments
The measurement of ECL requires the application of expert credit judgement and post model adjustments. These include:

- assignment of credit risk ratings and determination of whether exposures should be placed on credit watchlists;
- assessment of whether a significant increase in credit risk has occurred;
- selecting and calibrating the ECL models such as CCIs;
- determining the expected remaining maturity of revolving products (e.g. overdrafts and credit cards);
- determination of the forecast loss rates; and
- application of thematic overlays based on emerging risk themes where potential risks may not be fully captured in the underlying modelled ECL. Such top-down additional modelled ECL was quantified by means of applying conditional probabilities on more severe scenarios materialising from emerging risk themes.

The Group has the following thematic overlays as at 31 December 2023.

In addition to the base scenarios generated by the model, the Group has incorporated stress scenarios and assigned probabilities to the scenarios, in line with management's judgement of the likelihood of each scenario. The stress scenarios factor in heightened geopolitical and macro-economic risk, potential vulnerabilities in the US and EU corporates, as well as stress in the China commercial real estate sector.

There is also a thematic overlay to address pricing pressures and risks of asset stranding that the conventional energy sector could face as a result of a transition to a low-carbon economy. Probabilities were assigned to the scenarios in-line with management's judgement of the likelihood of each scenario.

Governance framework
The measurement of ECL is subject to a robust governance framework as described below.

- The Group ECL Review Committee (Review Committee) is the overarching committee for ECL related matters and comprises senior management and representatives from functions across the Group. Significant changes to ECL models and methodologies and the application of thematic overlays are subject to the oversight and approval of the Review Committee.

- The Review Committee is supported by the Group ECL Operating Committee (Operating Committee) which comprises cross functional representatives and subject matter experts. The Operating Committee recommends changes to ECL models, methodologies and thematic overlays to the Review Committee; provides oversight over system design, infrastructure and development; and establishes principles and significant policies pertaining to ECL. Group Credit Risk Models Committee oversees ECL models and credit risk models used by the Group.

- Location ECL committees are established for key overseas subsidiaries to govern and manage location-specific ECL reporting.

- ECL models are subject to independent validation by the Risk Management Group (RMG) Model Validation team, as well as independent reviews by internal and external auditors. The validation and assurance processes cover the review of the underlying ECL methodology including its logic and conceptual soundness.

Minimum Regulatory Loss Allowance
Singapore banks are required to maintain the Minimum Regulatory Loss Allowances (MRLA) of at least 1% of the gross carrying amount of selected credit exposures net of collaterals per MAS Notice 612. For periods when Stage 1 and 2 ECL fall below MRLA, the shortfall is appropriated from retained earnings in the shareholders' funds into a non-distributable Regulatory Loss Allowance Reserve (RLAR) account.

2.12 Repurchase agreements

Repurchase agreements (Repos) are arrangements where the Group sold the securities but are subject to a commitment to repurchase or redeem the securities at a pre-determined price. The securities are retained on the balance sheet as the Group retains substantially all the risk and rewards of ownership and these securities are disclosed within "Financial assets pledged or transferred" (Note 18). The consideration received is recorded as financial liabilities in either "Due to banks" or "Deposits and balances from customers". Short-dated repos transacted as part of Treasury Markets activities are measured at FVPL.

Reverse repurchase agreements (Reverse repos) are arrangements where the Group purchased the securities but are subject to a commitment to resell or return the securities at a pre-determined price. The risk and rewards of ownership of the collateral are not acquired by the Group and are reflected as collateral received and recorded off-balance sheet. The consideration paid is recorded as financial assets as "Cash and balances with central banks", "Due from banks" or "Loans and advances to customers". Short-dated reverse repos transacted as part of Treasury Markets activities are measured at FVPL.

2.13 Goodwill and intangible assets arising from business combinations

Goodwill
Goodwill arising from business combinations generally represents the excess of the acquisition cost over the fair value of identifiable assets acquired and liabilities and contingent liabilities assumed on the acquisition date. Goodwill is stated at cost less impairment losses and is tested at least annually for impairment.

At the acquisition date, any goodwill acquired is allocated to each of the cash-generating units (CGU) or group of CGUs expected to benefit from the combination's synergies.

An impairment loss is recognised on goodwill when the carrying amount of a CGU, or group of CGUs, including the goodwill, exceeds the applicable recoverable amount. The recoverable amount of a CGU or CGU group is the higher of the CGU's or CGU group's fair value less cost to sell and its value-in-use. An impairment loss on goodwill is recognised in the income statement and cannot be reversed in subsequent periods.

Other intangible assets
Intangible assets acquired in a business combination are recognised at fair value at the acquisition date and they relate mainly to customer relationships and core customer deposits. They have a finite useful life and are subsequently measured at cost less accumulated amortisation and impairment losses. Intangible assets are amortised using the straight-line method over their estimated useful lives of 10 years.

2.14 Properties and other fixed assets

Owned properties and other fixed assets
Properties (including investment properties) and other fixed assets are stated at cost less accumulated depreciation and impairment losses.

Depreciation is calculated using the straight-line method to write down the costs of the assets to their residual values over the estimated useful lives of the assets. The useful life refers to the period which the Group expects to use or hold the asset.

The residual value of an asset is its estimated selling price (after deducting related costs), assuming that it is already at the age and in the condition expected at the end of its useful life. No depreciation is recognised when the residual value is higher than the carrying amount.

Freehold and leasehold land with unexpired lease terms of more than 100 years are not depreciated. The depreciation periods of the other assets are as follows:

Leasehold land with unexpired lease terms below 100 years	The shorter of the remaining lease term or useful life
Buildings	The shorter of 50 years, the remaining lease term or useful life
Computer software	3 to 5 years
Computer hardware, office equipment, furniture and fittings	3 to 10 years
Leasehold improvements	Up to 20 years

Leased properties and other fixed assets
Lease liabilities are initially measured at the present value of lease payments to be made over the lease term at the lease commencement date. The measurement of the associated right-of-use assets generally approximates the lease liability.

Lease liabilities are subsequently measured at amortised cost using the effective interest method. The right-of-use assets are depreciated over the lease term on a straight-line basis.

Extension options and termination options are included in the assessment of the lease term if the options are reasonably certain to be exercised or not exercised accordingly. If the Group changes its initial assessment, adjustments are made to the carrying amounts of the lease liabilities and right-of-use assets prospectively. The recognition exceptions for short-term leases and leases of low-value assets are applied.
Please refer to Note 25 for the details of owned and leased properties and other fixed assets.

2.15 Financial liabilities

Initial recognition, classification and subsequent measurement
Financial liabilities are initially recognised at fair value. The Group generally classifies and measures its financial liabilities in accordance with the purpose for which the financial liabilities are incurred and managed. Accordingly:

- Financial liabilities are classified as **financial liabilities at fair value through profit or loss** if they are incurred for the purpose of repurchasing in the near term (**"held for trading"**), and this may include debt securities issued and short positions in securities for the purpose of ongoing market-making or trading. Financial liabilities at fair value through profit or loss can also be designated by management on initial recognition (**"designated at fair value through profit or loss"**) if doing so eliminates or significantly reduces measurement or recognition inconsistencies that would otherwise arise, or if the financial liability contains an embedded derivative that would otherwise need to be separately recorded, or if a group of financial liabilities or financial assets and financial liabilities is managed and its performance is evaluated on a fair value basis. Financial liabilities in this classification are usually within the "Treasury Markets" segment.

  Realised or unrealised gains or losses on financial liabilities held for trading and financial liabilities designated under the fair value option, except interest expense, are taken to "Net trading income" in the income statement in the period they arise.

  The changes to the fair value of financial liabilities designated under the fair value option that are attributable to the Group's own credit risk are taken to revenue reserves through other comprehensive income. These amounts are not transferred to the income statement even when realised.

- Derivative liabilities are treated consistently with derivative assets. Please refer to Note 2.9 for the accounting policy on derivatives.

- Other financial liabilities are carried at **amortised cost** using the effective interest method. These comprise predominantly the Group's "Deposits and balances from customers", "Due to banks" and "Other debt securities".

Please refer to Note 13 for further details on the types of financial liabilities classified and measured as above.

Determination of fair value
The fair value of financial liabilities is the price that would be paid to transfer the liability in an orderly transaction between market participants at the measurement date.

Please refer to Note 40 for further fair value disclosures.

Derecognition
A financial liability is derecognised from the balance sheet when the obligation specified in the contract is discharged, cancelled or expired.

2.16 Loan commitments, letters of credit and financial guarantees

Loan commitments
Loan commitments are not recognised on the balance sheet and are disclosed in Note 34. Upon a loan draw-down, the amount of the loan is generally recognised as "Loans and advances to customers" on the Group's balance sheet.

Letters of credit
Letters of credit are recorded off-balance sheet as contingent liabilities upon issuance, and the corresponding payables to the beneficiaries and receivables from the applicants are recognised on the balance sheet upon acceptance of the underlying documents.

Financial guarantees
Financial guarantees are initially recognised in the financial statements at fair value on the date the guarantees are given.

Financial guarantees are subsequently measured at the higher of:

- the amount of the ECL (Note 2.11); and
- the unamortised portion of the fees that were received on initial recognition.

Please refer to Note 2.8 for the principles for recognising the fees.

Off-balance sheet credit exposures are managed for credit risk in the same manner as financial assets.

Please refer to Note 2.11 on the Group's accounting policies on allowances for credit losses.

2.17 Provisions

Provisions are liabilities of uncertain timing or amounts and are recognised when:

- the Group has a present legal or constructive obligation as a result of past events;
- it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation; and
- a reliable estimate of the amount of the obligation can be made.

The amount recognised as a provision is the best estimate of the expenditure required to settle the present obligation at the balance sheet date.

2.18 Share capital and other instruments classified as equity

Ordinary shares, preference shares and other instruments which do not result in the Group having a contractual obligation to deliver cash or another financial asset, or to exchange financial assets or financial liabilities with the holder under conditions that are potentially unfavourable to the Group, are classified as equity. Distributions arising from such instruments are recognised in equity as there is no contractual obligation to pay distributions on these instruments. Incremental external costs directly attributable to the issuance of such instruments are accounted for as a deduction from equity.

For ordinary and preference shares, interim dividends are recorded during the financial year in which they are declared payable. Final dividends are recorded during the financial year in which the dividends are approved by the shareholders at the Annual General Meeting.

D) Other Specific Topics

2.19 Hedge accounting

As part of the overall risk management of the Group, derivatives and other instruments are used to manage exposures to interest rate and foreign currency risks, including exposures arising from forecast transactions. Where all relevant criteria are met, the Group can elect to apply hedge accounting to reduce the accounting mismatch between hedging instrument and the hedged item.

To qualify for hedge accounting, at the inception of each hedging relationship, the Group designates and documents the relationship between the hedging instrument and the hedged item; the risk management objective for undertaking the hedge transaction; and the methods used to assess the effectiveness of the hedge. At inception and on an on-going basis, the Group also assesses and measures the effectiveness of the hedging relationship between the hedging instrument and the hedged item.

The Group designates certain derivatives as hedging instruments in respect of foreign currency risk and interest rate risk in fair value hedges, cash flow hedges, or hedges of net investments in foreign operations as described below.

- **Fair value hedge**

  For a qualifying fair value hedge, the changes in the fair value of the hedging instruments are recorded in the income statement, together with any changes in the fair value of the hedged item attributable to the hedged risk. If the hedge no longer meets the criteria for hedge accounting, the adjustment on the hedged item is amortised using the effective interest method to the income statement over its remaining maturity.

  However, where the hedged item is an equity instrument classified as FVOCI, changes in the fair value of the hedging instrument and the hedged item are both recorded in other comprehensive income and accumulated in FVOCI revaluation reserves. The amounts recorded in FVOCI revaluation reserves are not subsequently reclassified to the income statement.

- **Cash flow hedge**

  For qualifying cash flow hedges, the effective portion of changes in the fair value of derivatives is recognised in other comprehensive income and accumulated under the cash flow hedge reserves in equity. This amount is reclassified to the income statement in the periods when the hedged forecast cash flows affect the income statement. The ineffective portion of the gain or loss is recognised immediately in the income statement under "Net trading income".

  When a hedging instrument expires or is sold, or when a hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss existing in the cash flow hedge reserves remains until the forecast transaction is recognised in the income statement. When a forecast transaction is no longer expected to occur, the cumulative gain or loss in the cash flow hedge reserves is immediately reclassified from equity to the income statement.

- **Net investment hedge**

  Hedges of net investments in the Group's foreign operations are accounted for in a manner similar to cash flow hedges. On disposal of the foreign operations, the cumulative gain or loss in the foreign currency translation reserves is reclassified to the income statement as part of the gain or loss on disposal.

When designating the hedging instrument, the Group may elect to exclude the valuation components of currency basis spreads and forward points from the hedge relationship on a hedge-by-hedge basis.

The forward points and currency basis spreads which are excluded and recorded in other comprehensive income are:

- reclassified to the income statement when the forecast transaction occurs; or
- amortised to the income statement over the hedging tenor for time-period hedges. The amounts recorded in other comprehensive income are not subsequently reclassified to the income statement for hedges of FVOCI equities.

The Group has elected to apply the SFRS(I) 9 hedge accounting rules in full.

Please refer to Note 37 for further details relating to hedge accounting, including fair value, cash flow and net investment hedges.

2.20 Employee benefits

Employee benefits, which include base pay, cash bonuses, share-based compensation, contribution to defined contribution plans such as the Central Provident Fund and other staff-related allowances, are recognised in the income statement when incurred.

For defined contribution plans, contributions are made to publicly or privately administered funds on a mandatory, contractual or voluntary basis. Once the contributions have been paid, the Group has no further payment obligations.

Employee entitlement to annual leave is recognised when they accrue to employees. A provision is made for the estimated liability for annual unutilised leave as a result of services rendered by employees up to the balance sheet date.

2.21 Share-based compensation

Employee benefits also include share-based compensation, namely the DBSH Share Plan, the DBSH Employee Share Plan and the DBSH Employee Share Purchase Plan (the Plans). The details of the Plans are described in Note 38.

Equity instruments granted and ultimately vested under the Plans are recognised in the income statement based on the fair value of the equity instrument at the date of grant. The expense is amortised over the vesting period of each award.

2.22 Current and deferred taxes

Current income tax for current and prior periods is recognised as the amount expected to be paid or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date. The Group considers uncertain tax positions generally at the level of the total tax liability to each tax authority for each period. The liability is determined based on the total amount of current tax expected to be paid, taking into account all tax uncertainties, using either an expected value approach or a single best estimate of the most likely outcome.

Tax assets and liabilities of the same type (current or deferred) are offset when a legal right of offset exists and settlement in this manner is intended. This applies generally when they arise from the same tax reporting group and relate to the same tax authority.

Deferred income tax is provided on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. However, deferred tax liabilities are not recognised if they arise from the initial recognition of goodwill. Deferred income tax is also not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that, at the time of the transaction, affects neither accounting nor taxable profit or loss and does not give rise to equal taxable and deductible temporary differences. The amount of deferred tax provided is based on the expected manner of realisation or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted by the balance sheet date.

The amount of deferred tax assets recognised takes into account the likelihood the amount that can be used to offset payable taxes on future profits.

Deferred tax related to fair value re-measurement of FVOCI investments is recognised in other comprehensive income and accumulated in the FVOCI revaluation reserves.

3. Critical Accounting Estimates

The Group's accounting policies and use of estimates are integral to the reported amounts in the financial statements. Certain accounting estimates require management's judgement in determining the appropriate methodology for valuation of assets and liabilities. Procedures are in place to ensure that methodologies are reviewed and revised as appropriate. The Group believes its estimates for determining the valuation of its assets and liabilities are appropriate.

The following is a brief description of the Group's critical accounting estimates that involve management's valuation judgement.

3.1 Impairment of financial assets

It is the Group's policy to recognise, through charges against profit, allowances in respect of estimated and inherent credit losses in its portfolio as described in Note 2.11.

ECLs are unbiased and probability-weighted estimates of credit losses determined by evaluating a range of possible outcomes, considering past events, current conditions and assessments of future economic conditions at the reporting date. This will necessarily involve the use of judgement.

Please refer to Note 42 for a further description of the Group's credit risk management framework, policies and procedures.

3.2 Fair value of financial instruments

The majority of the Group's financial instruments reported at fair value are based on quoted and observable market prices or on internally developed models that are based on independently sourced or verified market parameters.

The fair value of financial instruments without an observable market price in an active market may be determined using valuation models. The choice of model requires significant judgement for complex products especially those in the "Treasury Markets" segment.

Policies and procedures have been established to facilitate the exercise of judgement in determining the risk characteristics of various financial instruments, discount rates, estimates of future cash flows and other factors used in the valuation process.

Please refer to Note 40 for further details on fair valuation and fair value hierarchy of the Group's financial instruments measured at fair value.

3.3 Goodwill impairment

The Group performs an impairment review to ensure that the carrying amount of a CGU to which goodwill is allocated does not exceed the recoverable amount of the CGU. Note 26 provides details of goodwill at the reporting date.

The recoverable amount represents the present value of the estimated future cash flows expected to arise from continuing operations. Therefore, in arriving at the recoverable amount, management exercises judgement in estimating the future cash flows, growth rate and discount rate.

3.4 Income taxes

The Group has exposure to income taxes in several jurisdictions. The Group recognises liabilities for expected tax issues based on reasonable estimate of whether additional tax will be due. Where uncertainty exists around the Group's tax position, appropriate provisions are provided based on the technical assessment of the cases. Where the final tax outcome of these positions is different from the provision provided, the differences will impact the income tax and deferred tax balances in the period in which the final tax is determined. Note 20 provides details of the Group's deferred tax assets/ liabilities.

4. Net Interest Income

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Cash and balances with central banks and Due from banks	**3,016**	1,254	**2,873**	1,164
Customer non-trade loans	**17,320**	10,282	**13,555**	7,618
Trade assets	**2,459**	1,317	**1,964**	919
Securities and others	**5,093**	3,086	**3,839**	2,283
Total interest income	**27,888**	15,939	**22,231**	11,984
Deposits and balances from customers	**10,941**	3,565	**8,563**	2,534
Other borrowings	**3,340**	1,458	**3,787**	1,558
Total interest expense	**14,281**	5,023	**12,350**	4,092
Net interest income	**13,607**	10,916	**9,881**	7,892
Comprising:				
Interest income from financial assets at FVPL	**1,040**	629	**873**	501
Interest income from financial assets at FVOCI	**1,794**	888	**1,311**	650
Interest income from financial assets at amortised cost	**25,054**	14,422	**20,047**	10,833
Interest expense from financial liabilities at FVPL	**(588)**	(206)	**(462)**	(188)
Interest expense from financial liabilities not at FVPL[(a)]	**(13,693)**	(4,817)	**(11,888)**	(3,904)
Total	**13,607**	10,916	**9,881**	7,892

(a) Includes interest expense of $19 million (2022: $21 million) and $4 million (2022: $5 million) on lease liabilities for the Group and Bank respectively

5. Net Fee and Commission Income

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Investment banking	**125**	121	**96**	89
Transaction services[(a)]	**896**	929	**663**	652
Loan-related	**554**	459	**419**	348
Cards[(b)]	**1,052**	858	**736**	659
Wealth management	**1,504**	1,330	**944**	872
Fee and commission income	**4,131**	3,697	**2,858**	2,620
Less: fee and commission expense	**765**	606	**493**	454
Net fee and commission income[(c)(d)]	**3,366**	3,091	**2,365**	2,166

(a) Includes trade & remittances, guarantees and deposit-related fees
(b) Card fees are net of interchange fees paid
(c) 2023 includes one-time accounting harmonisation impact from the integration of Citigroup Inc's consumer banking business in Taiwan (Citi Taiwan) of $18 million for the Group
(d) Includes net fee and commission income of $170 million (2022: $152 million) and $149 million (2022: $133 million) for the Group and Bank respectively, which was derived from the provision of trust and other fiduciary services during the year. Net fee and commission income earned from financial assets or liabilities not at fair value through profit or loss was $1,100 million (2022: $975 million) and $851 million (2022: $734 million) during the year for the Group and Bank respectively

6. Net Trading Income

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Net trading income[(a)(b)]	**4,117**	1,847	**3,728**	1,486
Net loss from financial assets designated at fair value	**(6)**	(17)	**(4)**	(20)
Net (loss)/gain from financial liabilities designated at fair value	**(1,255)**	478	**(1,274)**	498
Total	**2,856**	2,308	**2,450**	1,964

(a) Includes income from assets that are mandatorily classified at FVPL
(b) Includes dividend income of $328 million (2022: $366 million) for the Group and $327 million (2022: $364 million) for the Bank

7. Net Income from Investment Securities

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Debt securities				
- FVOCI	**89**	(46)	**66**	(61)
- Amortised cost	**(21)**	#	**(34)**	#
Equity securities at FVOCI[(a)]	**149**	161	**142**	157
Total	**217**	115	**174**	96

Amount under $500,000
(a) Dividend income

8. Other Income

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Net gain on disposal of properties and other fixed assets	**2**	3	**1**	#
Others[(a)(b)]	**69**	39	**1,067**	331
Total	**71**	42	**1,068**	331

Amount under $500,000
(a) Includes net gains and losses from sale of loans carried at amortised cost and rental income from operating leases for both the Group and Bank
(b) Includes dividend income from subsidiaries of $948 million (2022: $225 million) and associates of $59 million (2022: $65 million) for the Bank

9. Employee Benefits

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Salaries and bonuses	**4,141**	3,661	**2,709**	2,369
Contributions to defined contribution plans	**241**	208	**157**	136
Share-based expenses[(a)]	**175**	126	**130**	98
Others	**496**	381	**157**	72
Total[(b)]	**5,053**	4,376	**3,153**	2,675

(a) Excludes share-based expenses of $2 million (2022: $7 million) for the Group and $1 million (2022: $3 million) for the Bank relating to sales incentive plan which are reflected under other expenses. The 2023 share-based expenses included a $28 million impact for the Group and $19 million impact for the Bank arising from the change in vesting schedule and retention awards for shares granted in February 2023 in respect of performance year 2022 (refer to Note 38 for more details). The share grant in respect of the performance year 2023, which will be granted in February 2024, will be recognised as an expense over its vesting period from 2024 to 2027
(b) 2023 includes one-time Citi Taiwan integration expenses of $17 million for the Group and $6 million for the Bank. It also includes staff expenses arising from the consolidation of Citi Taiwan with effect from 12 August 2023 of $81 million for the Group

10. Other Expenses

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Computerisation expenses[(a)]	**1,293**	1,200	**1,135**	1,015
Occupancy expenses[(b)]	**432**	396	**208**	183
Revenue-related expenses	**442**	351	**241**	202
Others[(c)]	**1,060**	760	**562**	364
Total[(d)]	**3,227**	2,707	**2,146**	1,764

(a) Includes hire, depreciation and maintenance costs of computer hardware and software
(b) Includes depreciation of leased office and branch premises of $205 million (2022: $204 million) for the Group, and $87 million (2022: $84 million) for the Bank and amounts incurred in the maintenance of buildings
(c) Includes office administration expenses (e.g. printing, stationery, telecommunications, etc.), and legal and professional fees
(d) 2023 includes one-time Citi Taiwan integration expenses of $118 million for the Group and $27 million for the Bank, and Corporate Social Responsibility commitment of $100 million for both the Group and Bank (Note 48.2). It also includes other expenses arising from the consolidation of Citi Taiwan with effect from 12 August 2023 of $65 million for the Group

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Depreciation expenses				
- owned properties and other fixed assets	**512**	477	**377**	336
- leased properties and other fixed assets	**225**	224	**98**	100
Hire and maintenance costs of fixed assets, including building-related expenses	**476**	379	**359**	277
Audit fees[(a)] payable to external auditors[(b)]:				
- Auditors of the Bank	**5**	5	**5**	4
- Associated firms of auditors of the Bank	**6**	5	**1**	1
Non-audit fees payable to external auditors[(b)]:				
- Auditors of the Bank	**#**	#	**#**	#
- Associated firms of auditors of the Bank	**1**	1	**#**	#

Amount under $500,000
(a) Includes audit related assurance fees
(b) PricewaterhouseCoopers network firms

11. Allowances for Credit and Other Losses

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Specific allowances[(a)]				
Loans and advances to customers	**466**	323	**215**	152
Investment securities (amortised cost)	**26**	5	**16**	#
Off-balance sheet credit exposures	**3**	(2)	**5**	(1)
Others[(b)]	**17**	9	**6**	(1)
General allowances[(c)]	**78**	(98)	**137**	(58)
Total	**590**	237	**379**	92

Amount under $500,000
(a) Includes Stage 3 ECL
(b) Includes allowances for non-credit exposures (2023: write-back of $1 million; 2022: charge of $3 million) for the Group and (2023: nil; 2022: write back of $1 million) for the Bank
(c) Refers to Stage 1 and 2 ECL

The following tables outline the changes in ECL under SFRS(I) 9 in 2023 and 2022 which are attributable to the following factors:

- Transfers between stages.
- Net portfolio changes, which are determined on an obligor basis i.e. originations with new obligors net of derecognitions of former obligors.
- Remeasurements, which include the impact of changes in model inputs or assumptions, partial repayments, additional drawdowns on existing facilities and changes in ECL following a transfer between stages.

	The Group			
	General allowances (Non-impaired)		Specific allowances (Impaired)	Total
In $ millions	**Stage 1**	**Stage 2**	**Stage 3**	
2023				
Balance at 1 January	**2,574**	**1,162**	**2,506**	**6,242**
Changes in allowances recognised in opening balance that were transferred to/ (from)	**85**	**(173)**	**88**	**-**
-Stage 1	**(31)**	**31**	**-**	**-**
-Stage 2	**128**	**(128)**	**-**	**-**
-Stage 3	**(12)**	**(76)**	**88**	**-**
Net portfolio changes	**85**	**(29)**	**-**	**56**
Remeasurements	**(83)**	**193**	**425**	**535**
Net write-offs[(a)]	**-**	**-**	**(510)**	**(510)**
Acquisition of Citi Taiwan	**93**	**1**	**95**	**189**
Exchange and other movements	**(7)**	**(5)**	**(24)**	**(36)**
Balance at 31 December	**2,747**	**1,149**	**2,580**	**6,476**
Charge/ (Write-back) in the income statement	**87**	**(9)**	**513**	**591**
2022				
Balance at 1 January	2,231	1,645	2,926	6,802
Changes in allowances recognised in opening balance that were transferred to/ (from)	186	(272)	86	-
-Stage 1	(17)	17	-	-
-Stage 2	236	(236)	-	-
-Stage 3	(33)	(53)	86	-
Net portfolio changes	99	(54)	-	45
Remeasurements	80	(137)	246	189
Net write-offs[(a)]	-	-	(709)	(709)
Exchange and other movements	(22)	(20)	(43)	(85)
Balance at 31 December	2,574	1,162	2,506	6,242
Charge/ (Write-back) in the income statement	365	(463)	332	234

(a) Write-offs net of recoveries

	Bank			
	General allowances (Non-impaired)		Specific allowances (Impaired)	Total
In $ millions	**Stage 1**	**Stage 2**	**Stage 3**	
2023				
Balance at 1 January	**2,191**	**945**	**1,844**	**4,980**
Changes in allowances recognised in opening balance that were transferred to/ (from)	**62**	**(117)**	**55**	**-**
-Stage 1	**(27)**	**27**	**-**	**-**
-Stage 2	**98**	**(98)**	**-**	**-**
-Stage 3	**(9)**	**(46)**	**55**	**-**
Net portfolio changes	**41**	**(7)**	**-**	**34**
Remeasurements	**20**	**138**	**187**	**345**
Net write-offs[(a)]	**-**	**-**	**(219)**	**(219)**
Exchange and other movements	**(1)**	**(1)**	**(34)**	**(36)**
Balance at 31 December	**2,313**	**958**	**1,833**	**5,104**
Charge/ (Write-back) in the income statement	**123**	**14**	**242**	**379**
2022				
Balance at 1 January	1,849	1,358	2,268	5,475
Changes in allowances recognised in opening balance that were transferred to/ (from)	197	(275)	78	-
-Stage 1	(14)	14	-	-
-Stage 2	217	(217)	-	-
-Stage 3	(6)	(72)	78	-
Net portfolio changes	59	(38)	-	21
Remeasurements	93	(94)	73	72
Net write-offs[(a)]	-	-	(553)	(553)
Exchange and other movements	(7)	(6)	(22)	(35)
Balance at 31 December	2,191	945	1,844	4,980
Charge/ (Write-back) in the income statement	349	(407)	151	93

(a) Write-offs net of recoveries

The following table provides additional information on the financial instruments that are subject to ECL as at 31 December 2023 and 2022. FVPL assets and FVOCI equity instruments are not subject to ECL and therefore not reflected in the tables.

	The Group							
	Gross carrying value[(d)]				ECL balances			
In $ millions	**Stage 1**	**Stage 2**	**Stage 3**	**Total**	**Stage 1**	**Stage 2**	**Stage 3**	**Total**
2023								
Assets								
Loans and advances to customers[(a)]								
- Retail	**129,860**	**1,047**	**865**	**131,772**	**747**	**122**	**258**	**1,127**
- Wholesale and others	**268,820**	**17,719**	**3,832**	**290,371**	**1,806**	**967**	**2,089**	**4,862**
Investment securities								
- Government securities and treasury bills[(b)]	**54,292**	**-**	**-**	**54,292**	**8**	**-**	**-**	**8**
- Bank and corporate debt securities[(b)]	**57,653**	**332**	**107**	**58,092**	**32**	**6**	**103**	**141**
Others[(c)]	**104,344**	**69**	**68**	**104,481**	**25**	**3**	**67**	**95**
Liabilities								
ECL on guarantees and other off-balance sheet exposures	-	-	-	-	**129**	**51**	**63**	**243**
Total ECL					**2,747**	**1,149**	**2,580**	**6,476**
2022								
Assets								
Loans and advances to customers[(a)]								
- Retail	121,948	780	539	123,267	612	110	142	864
- Wholesale and others	273,826	18,943	4,220	296,989	1,753	991	2,157	4,901
Investment securities								
- Government securities and treasury bills[(b)]	51,753	-	-	51,753	8	-	-	8
- Bank and corporate debt securities[(b)]	51,345	461	92	51,898	28	3	79	110
Others[(c)]	105,492	18	69	105,579	33	#	69	102
Liabilities								
ECL on guarantees and other off-balance sheet exposures	-	-	-	-	140	58	59	257
Total ECL					2,574	1,162	2,506	6,242

\# Amount under $500,000
(a) Stage 2 Loans and advances to customers includes special mention loans of $2,443 million (2022: $3,952 million) (See Note 42.2)
(b) Includes loss allowances of $32 million (2022: $16 million) for debt securities that are classified as FVOCI: $4 million (2022: $4 million) for Government Securities and Treasury Bills and $28 million (2022: $12 million) for Bank and Corporate Debt securities. (See Notes 15 and 16)
(c) Comprise of amounts in “Cash and balances with central banks”, “Due from Banks” and “Other assets” that are subject to ECL
(d) Balances exclude off-balance sheet exposures

	Bank							
	Gross carrying value[d]				ECL balances			
In $ millions	**Stage 1**	**Stage 2**	**Stage 3**	**Total**	**Stage 1**	**Stage 2**	**Stage 3**	**Total**
2023								
Assets								
Loans and advances to customers[a]								
- Retail	**98,278**	**475**	**257**	**99,010**	**483**	**61**	**66**	**610**
- Wholesale and others	**210,340**	**14,346**	**2,907**	**227,593**	**1,671**	**843**	**1,577**	**4,091**
Investment securities								
- Government securities and treasury bills[b]	**36,254**	**-**	**-**	**36,254**	**2**	**-**	**-**	**2**
- Bank and corporate debt securities[b]	**50,028**	**320**	**74**	**50,422**	**29**	**6**	**74**	**109**
Others[c]	**115,422**	**10**	**58**	**115,490**	**22**	**1**	**58**	**81**
Liabilities								
ECL on guarantees and other off-balance sheet exposures	-	-	-	-	**106**	**47**	**58**	**211**
Total ECL					**2,313**	**958**	**1,833**	**5,104**
2022								
Assets								
Loans and advances to customers[a]								
- Retail	99,611	628	253	100,492	424	62	55	541
- Wholesale and others	212,316	15,603	3,123	231,042	1,595	829	1,614	4,038
Investment securities								
- Government securities and treasury bills[b]	33,818	-	-	33,818	2	-	-	2
- Bank and corporate debt securities[b]	44,924	461	59	45,444	25	3	59	87
Others[c]	110,917	10	60	110,987	29	#	60	89
Liabilities								
ECL on guarantees and other off-balance sheet exposures	-	-	-	-	116	51	56	223
Total ECL					2,191	945	1,844	4,980

\# Amount under $500,000
(a) Stage 2 Loans and advances to customers includes special mention loans of $1,552 million (2022: $2,648 million)
(b) Includes loss allowances of $28 million (2022: $12 million) for debt securities that are classified as FVOCI. $1 million (2022: $1 million) for Government Securities and Treasury Bills and $27 million (2022: $11 million) for Bank and Corporate Debt securities. (See Notes 15 and 16)
(c) Comprise of amounts in “Cash and balances with central banks”, “Due from Banks” and “Other assets” that are subject to ECL
(d) Balances exclude off-balance sheet exposures

The table below shows the Group's portfolio mix of the Loans and advances to customers – Wholesale and others presented in the gross carrying value table above by internal counterparty risk rating (CRR) and probability of default (PD) range:

		The Group	
In $ millions 2023	**PD range (based on Basel 12-month PDs)[a]**	**Stage 1 exposures**	**Stage 2 exposures**
Loans and advances to customers – Wholesale and others		**268,820**	**17,719**
Of which (in percentage terms):			
CRR 1 – 6B	**0.01% - 0.99%**	**90%**	**45%**
CRR 7A – 7B	**1.26% - 2.30%**	**6%**	**20%**
CRR 8A – 9	**2.57% - 28.83%**	**2%**	**34%**
Others (not rated)	**NA**	**2%**	**1%**
Total		**100%**	**100%**

In $ millions 2022	**PD range (based on Basel 12-month PDs)[a]**	**Stage 1 exposures**	**Stage 2 exposures**
Loans and advances to customers – Wholesale and others		273,826	18,943
Of which (in percentage terms):			
CRR 1 – 6B	0.01% - 0.99%	90%	43%
CRR 7A – 7B	1.26% - 2.30%	6%	21%
CRR 8A – 9	2.57% - 28.83%	2%	36%
Others (not rated)	NA	2%	0%
Total		100%	100%

(a) Basel 12-month PDs are transformed to Point-in-Time and forward-looking PDs. Stage 2 ECLs are also measured on lifetime basis

Sensitivity of ECL

The Group assessed ECL sensitivity for the wholesale and retail portfolios to changes in the allocation of exposures between Stages 1 and 2. ECL is estimated to reduce by $663 million (2022: $804 million) should all the exposures in Stage 2 return to Stage 1 and were assigned a lower 12-month ECL instead of lifetime ECL. The impact also reflects the higher PDs ascribed to Stage 2 exposures in addition to the recognition of lifetime instead of 12-month ECL.

As ECL estimation relies on multiple variables, no single analysis can fully demonstrate the sensitivity of the ECL to changes in macroeconomic variables.

12. Income Tax Expense

In $ millions	The Group		Bank	
	2023	**2022**	**2023**	**2022**
Current tax expense				
- Current year	**1,516**	1,277	**1,169**	999
- Prior years' provision	**(136)**	(75)	**(127)**	(76)
Deferred tax expense				
- Origination/ (Reversal) of temporary differences	**24**	8	**16**	(15)
- Prior years' provision	**11**	(29)	**(1)**	(30)
Total	**1,415**	1,181	**1,057**	878

The deferred tax expense/ (credit) in the income statement comprises the following temporary differences:

In $ millions	The Group		Bank	
	2023	**2022**	**2023**	**2022**
Tax depreciation	**(21)**	(46)	**(19)**	(44)
Allowances for credit and other losses	**27**	52	**-**	17
Other temporary differences	**29**	(27)	**34**	(18)
Deferred tax expense charged/ (credit) to income statement	**35**	(21)	**15**	(45)

The tax on the Group's profit before tax differs from the theoretical amount computed using the Singapore basic tax rate due to:

In $ millions	The Group		Bank	
	2023	**2022**	**2023**	**2022**
Profit before tax	**11,452**	9,359	**10,260**	7,918
Tax calculated at a tax rate of 17% (2022: 17%)	**1,947**	1,591	**1,744**	1,346
Effect of different tax rates in other countries	**66**	21	**41**	(2)
Net income not subject to tax	**(85)**	(31)	**(220)**	(61)
Net income taxed at concessionary rate	**(524)**	(403)	**(524)**	(403)
Expenses not deductible for tax	**36**	26	**31**	17
Others	**(25)**	(23)	**(15)**	(19)
Income tax expense charged to income statement	**1,415**	1,181	**1,057**	878

Deferred income tax relating to FVOCI financial assets and cash flow hedges of $135 million was debited (2022: $312 million credited) and own credit risk of $5 million was credited (2022: $6 million debited) directly to equity for the Group.

Deferred income tax relating to FVOCI financial assets and cash flow hedges of $84 million was debited (2022: $172 million credited) and own credit risk of $5 million was credited (2022: $6 million debited) directly to equity for the Bank.

Please refer to Note 20 for further information on deferred tax assets/ liabilities and International Tax Reform - Pillar Two Model Rules (GloBE).

13. Classification of Financial Instruments

	The Group						
In $ millions	**Mandatorily at FVPL[c]**	**FVPL designated**	**Amortised cost**	**FVOCI-Debt**	**FVOCI-Equity**	**Hedging derivatives[d]**	**Total**
2023							
Assets							
Cash and balances with central banks	**-**	**-**	**47,635**	**2,578**	**-**	**-**	**50,213**
Government securities and treasury bills	**16,277**	**-**	**24,456**	**29,832**	**-**	**-**	**70,565**
Due from banks	**28,946**	**-**	**35,816**	**2,474**	**-**	**-**	**67,236**
Derivatives	**21,710**	**-**	**-**	**-**	**-**	**1,076**	**22,786**
Bank and corporate securities	**21,837**	**-**	**36,324**	**21,655**	**1,919**	**-**	**81,735**
Loans and advances to customers	**9**	**-**	**416,154**	**-**	**-**	**-**	**416,163**
Other financial assets	**368**	**-**	**16,836**	**-**	**-**	**-**	**17,204**
Due from holding company	**-**	**-**	**1,474**	**-**	**-**	**-**	**1,474**
Total financial assets	**89,147**	**-**	**578,695**	**56,539**	**1,919**	**1,076**	**727,376**
Other asset items outside the scope of SFRS(I) 9[a]							**13,251**
Total assets							**740,627**
Liabilities							
Due to banks	**16,535**	**-**	**30,169**	**-**	**-**	**-**	**46,704**
Deposits and balances from customers	**1,140**	**8,023**	**525,940**	**-**	**-**	**-**	**535,103**
Derivatives	**22,119**	**-**	**-**	**-**	**-**	**1,355**	**23,474**
Other financial liabilities	**3,052**	**-**	**18,085**	**-**	**-**	**-**	**21,137**
Other debt securities	**90**	**15,790**	**27,507**	**-**	**-**	**-**	**43,387**
Due to holding company	**-**	**-**	**6,039**	**-**	**-**	**-**	**6,039**
Total financial liabilities	**42,936**	**23,813**	**607,740**	**-**	**-**	**1,355**	**675,844**
Other liability items outside the scope of SFRS(I) 9[b]							**1,200**
Total liabilities							**677,044**
2022							
Assets							
Cash and balances with central banks	-	-	50,320	3,850	-	-	54,170
Government securities and treasury bills	13,143	103	23,591	28,158	-	-	64,995
Due from banks	24,674	-	33,615	1,773	-	-	60,062
Derivatives	42,761	-	-	-	-	2,302	45,063
Bank and corporate securities	21,529	-	31,581	20,219	2,128	-	75,457
Loans and advances to customers	28	-	414,491	-	-	-	414,519
Other financial assets	98	-	17,318	-	-	-	17,416
Due from holding company	-	-	1,120	-	-	-	1,120
Total financial assets	102,233	103	572,036	54,000	2,128	2,302	732,802
Other asset items outside the scope of SFRS(I) 9[a]							11,729
Total assets							744,531
Liabilities							
Due to banks	12,229	-	27,455	-	-	-	39,684
Deposits and balances from customers	1,030	4,422	521,548	-	-	-	527,000
Derivatives	42,209	-	-	-	-	3,082	45,291
Other financial liabilities	2,301	-	19,284	-	-	-	21,585
Other debt securities	86	8,057	35,638	-	-	-	43,781
Due to holding company	-	-	8,425	-	-	-	8,425
Total financial liabilities	57,855	12,479	612,350	-	-	3,082	685,766
Other liability items outside the scope of SFRS(I) 9[b]							1,105
Total liabilities							686,871

(a) Includes associates and joint ventures, goodwill and intangible assets, properties and other fixed assets, and deferred tax assets
(b) Includes current tax liabilities and deferred tax liabilities
(c) Includes assets and liabilities that are held for trading and debt-type financial assets that are not SPPI in nature
(d) Relates to derivatives that are designated for hedge accounting

In $ millions	Mandatorily at FVPL[c]	FVPL designated	Amortised cost	Bank FVOCI-Debt	FVOCI-Equity	Hedging derivatives[d]	Total
2023							
Assets							
Cash and balances with central banks	**-**	**-**	**42,126**	**362**	**-**	**-**	**42,488**
Government securities and treasury bills	**11,830**	**-**	**18,719**	**17,534**	**-**	**-**	**48,083**
Due from banks	**28,039**	**-**	**30,724**	**2,474**	**-**	**-**	**61,237**
Derivatives	**20,669**	**-**	**-**	**-**	**-**	**777**	**21,446**
Bank and corporate securities	**19,223**	**-**	**33,857**	**16,483**	**1,839**	**-**	**71,402**
Loans and advances to customers	**-**	**-**	**321,902**	**-**	**-**	**-**	**321,902**
Other financial assets	**368**	**-**	**11,627**	**-**	**-**	**-**	**11,995**
Due from subsidiaries	**574**	**-**	**28,735**	**-**	**-**	**-**	**29,309**
Due from holding companies	**-**	**-**	**1,474**	**-**	**-**	**-**	**1,474**
Total financial assets	**80,703**	**-**	**489,164**	**36,853**	**1,839**	**777**	**609,336**
Other asset items outside the scope of SFRS(I) 9[a]							**19,558**
Total assets							**628,894**
Liabilities							
Due to banks	**13,806**	**-**	**27,551**	**-**	**-**	**-**	**41,357**
Deposits and balances from customers	**1,140**	**6,107**	**394,213**	**-**	**-**	**-**	**401,460**
Derivatives	**20,842**	**-**	**-**	**-**	**-**	**886**	**21,728**
Other financial liabilities	**2,719**	**-**	**11,973**	**-**	**-**	**-**	**14,692**
Other debt securities	**90**	**15,790**	**25,112**	**-**	**-**	**-**	**40,992**
Due to holding company	**-**	**-**	**5,037**	**-**	**-**	**-**	**5,037**
Due to subsidiaries	**-**	**-**	**47,621**	**-**	**-**	**-**	**47,621**
Total financial liabilities	**38,597**	**21,897**	**511,507**	**-**	**-**	**886**	**572,887**
Other liability items outside the scope of SFRS(I) 9[b]							**1,019**
Total liabilities							**573,906**
2022							
Assets							
Cash and balances with central banks	-	-	44,415	1,336	-	-	45,751
Government securities and treasury bills	11,026	103	17,577	16,240	-	-	44,946
Due from banks	23,427	-	28,984	1,242	-	-	53,653
Derivatives	41,419	-	-	-	-	2,098	43,517
Bank and corporate securities	18,650	-	29,266	16,102	2,045	-	66,063
Loans and advances to customers	28	-	326,955	-	-	-	326,983
Other financial assets	98	-	13,585	-	-	-	13,683
Due from subsidiaries	405	-	22,353	-	-	-	22,758
Due from holding companies	-	-	1,119	-	-	-	1,119
Total financial assets	95,053	103	484,254	34,920	2,045	2,098	618,473
Other asset items outside the scope of SFRS(I) 9[a]							16,916
Total assets							635,389
Liabilities							
Due to banks	8,460	-	24,352	-	-	-	32,812
Deposits and balances from customers	1,030	2,811	404,449	-	-	-	408,290
Derivatives	40,808	-	-	-	-	2,478	43,286
Other financial liabilities	1,854	-	13,889	-	-	-	15,743
Other debt securities	86	8,056	32,776	-	-	-	40,918
Due to holding company	-	-	7,276	-	-	-	7,276
Due to subsidiaries	1	-	36,353	-	-	-	36,354
Total financial liabilities	52,239	10,867	519,095	-	-	2,478	584,679
Other liability items outside the scope of SFRS(I) 9[b]							925
Total liabilities							585,604

(a) Includes investments in subsidiaries, associates and joint ventures, goodwill and intangible assets, properties and other fixed assets, and deferred tax assets
(b) Includes current tax liabilities and deferred tax liabilities
(c) Includes assets and liabilities that are held for trading and debt-type financial assets that are not SPPI in nature
(d) Relates to derivatives that are designated for hedge accounting

Financial assets and liabilities are presented net when there is a legally enforceable right to offset the recognised amounts, and there is intention to settle them on a net basis or to realise the asset and settle the liability simultaneously.

Financial assets and liabilities offset on the balance sheet

In late 2022, the Bank obtained direct clearing membership with a central counterparty clearing house. As the Bank has a legally enforceable right to set off directly cleared assets and liabilities under all circumstances (including default/insolvency of the Bank and the clearing house) and intends to settle net cashflows including variation margins with the clearing house, $15,897 million (2022: Nil) of derivative assets of the Group and Bank were offset against $15,526 million (2022: Nil) of derivative liabilities and $371 million (2022: Nil) of cash collateral recorded in other assets/ liabilities.

Financial assets and liabilities subject to netting agreements but not offset on the balance sheet

The Group enters into master netting arrangements with counterparties where it is appropriate and feasible to do so to mitigate counterparty risk. The credit risk associated with favourable contracts is reduced by a master netting arrangement to the extent that if an event of default occurs, all amounts with the counterparty are settled on a net basis. Master netting arrangements do not result in an offset of financial assets and liabilities on the balance sheet, as the legal right to offset the transactions is conditional upon default.

These agreements include derivative master agreements (including the International Swaps and Derivatives Association (ISDA) Master Agreement), global master repurchase agreements and global securities lending agreements. The collaterals received and pledged under these agreements are generally conducted under terms that are in accordance with normal market practice. The agreements may allow rehypothecation of collateral received and there may be ongoing margin requirements to mitigate counterparty risk.

The disclosures set out in the tables below pertain to financial assets and liabilities that are not offset in the Group's and Bank's balance sheets but are subject to master netting arrangements or similar agreements that cover similar financial instruments. The disclosures enable the understanding of both the gross and net amounts, as well as provide additional information on how such credit risk is mitigated.

	The Group					
				Related amounts not offset on balance sheet		
In $ millions	Carrying amounts on balance sheet	Not subject to enforceable netting agreement	Net amounts	Financial instruments	Financial collateral received/ pledged	Net amounts
2023						
Financial Assets						
Derivatives	**22,786**	**5,781**[(a)]	**17,005**	**12,694**[(a)]	**1,416**	**2,895**
Reverse repurchase agreements	**40,365**[(b)]	**-**	**40,365**	**3,602**	**36,762**	**1**
Securities borrowings	**1,195**[(c)]	**-**	**1,195**	**-**	**1,117**	**78**
Total	**64,346**	**5,781**	**58,565**	**16,296**	**39,295**	**2,974**
Financial Liabilities						
Derivatives	**23,474**	**6,675**[(a)]	**16,799**	**12,694**[(a)]	**2,025**	**2,080**
Repurchase agreements	**19,973**[(d)]	**-**	**19,973**	**3,602**	**16,365**	**6**
Short sale of securities	**3,052**[(e)]	**2,750**	**302**	**-**	**302**	**-**
Total	**46,499**	**9,425**	**37,074**	**16,296**	**18,692**	**2,086**
2022						
Financial Assets						
Derivatives	45,063	6,752[(a)]	38,311	32,110[(a)]	2,744	3,457
Reverse repurchase agreements	36,289[(b)]	-	36,289	2,332	33,941	16
Securities borrowings	1,359[(c)]	-	1,359	-	1,290	69
Total	82,711	6,752	75,959	34,442	37,975	3,542
Financial Liabilities						
Derivatives	45,291	8,908[(a)]	36,383	32,110[(a)]	1,866	2,407
Repurchase agreements	14,653[(d)]	-	14,653	2,332	12,315	6
Short sale of securities	2,301[(e)]	1,950	351	-	351	-
Total	62,245	10,858	51,387	34,442	14,532	2,413

(a) Related amounts under "Financial instruments" are prepared on the same basis as netting arrangements recognised for computation of Capital Adequacy Ratio (CAR) (unaudited). Accordingly, the amounts shown under "Not subject to enforceable netting agreement" are those where either no netting agreements exist or where the netting agreements have not been recognised for computation of CAR

(b) Reverse repurchase agreements are presented under separate line items on the balance sheet, namely "Due from banks" and "Loans and advances to customers"

(c) Cash collateral pledged under securities borrowings are presented under "Other assets" on the balance sheet

(d) Repurchase agreements are presented under separate line items on the balance sheet, namely "Due to banks" and "Deposits and balances from customers"

(e) Short sale of securities are presented under "Other liabilities" on the balance sheet

	Bank					
				Related amounts not offset on balance sheet		
In $ millions	Carrying amounts on balance sheet	Not subject to enforceable netting agreement	Net amounts	Financial instruments	Financial collateral received/ pledged	Net amounts
2023						
Financial Assets						
Derivatives	**21,446**	**2,738**[a]	**18,708**	**13,412**[a]	**1,416**	**3,880**
Reverse repurchase agreements	**39,962**[b]	**-**	**39,962**	**4,063**	**35,898**	**1**
Securities borrowings	**1,195**[c]	**-**	**1,195**	**-**	**1,117**	**78**
Total	**62,603**	**2,738**	**59,865**	**17,475**	**38,431**	**3,959**
Financial Liabilities						
Derivatives	**21,728**	**4,211**[a]	**17,517**	**13,412**[a]	**2,075**	**2,030**
Repurchase agreements	**26,494**[d]	**-**	**26,494**	**4,063**	**22,425**	**6**
Total	**48,222**	**4,211**	**44,011**	**17,475**	**24,500**	**2,036**
2022						
Financial Assets						
Derivatives	43,517	3,340[a]	40,177	32,788[a]	2,744	4,645
Reverse repurchase agreements	35,773[b]	-	35,773	2,591	33,168	14
Securities borrowings	1,359[c]	-	1,359	-	1,290	69
Total	80,649	3,340	77,309	35,379	37,202	4,728
Financial Liabilities						
Derivatives	43,286	6,208[a]	37,078	32,788[a]	1,969	2,321
Repurchase agreements	19,814[d]	-	19,814	2,591	17,222	1
Total	63,100	6,208	56,892	35,379	19,191	2,322

(a) Related amounts under "Financial instruments" are prepared on the same basis as netting arrangements recognised for computation of Capital Adequacy Ratio (CAR) (unaudited). Accordingly, the amounts shown under "Not subject to enforceable netting agreement" are those where either no netting agreements exist or where the netting agreements have not been recognised for computation of CAR
(b) Reverse repurchase agreements are presented under separate line items on the balance sheet, namely "Due from banks", "Loans and advances to customers" and "Due from subsidiaries"
(c) Cash collateral pledged under securities borrowings are presented under "Other assets" on the balance sheet
(d) Repurchase agreements are presented under separate line items on the balance sheet, namely "Due to banks", "Deposits and balances from customers" and "Due to subsidiaries"

14. Cash and Balances with Central Banks

	The Group		Bank	
In $ millions	2023	2022	2023	2022
Cash on hand	**2,427**	2,520	**2,113**	2,252
Non-restricted balances with central banks	**37,448**	41,456	**32,943**	36,087
Cash and cash equivalents	**39,875**	43,976	**35,056**	38,339
Restricted balances with central banks[a]	**10,338**	10,194	**7,432**	7,412
Total[b]	**50,213**	54,170	**42,488**	45,751

(a) Mandatory balances with central banks
(b) Balances are net of ECL

15. Government Securities and Treasury Bills

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Singapore government securities and treasury bills (Gross)	**15,069**	16,744	**15,069**	16,743
Other government securities and treasury bills (Gross)	**55,500**	48,255	**33,015**	28,204
Less: ECL[(a)]	**4**	4	**1**	1
Total	**70,565**	64,995	**48,083**	44,946

(a) ECL for FVOCI securities amounting to $4 million (2022: $4 million) for the Group and $1 million (2022: $1 million) for the Bank are not shown in the table, as these securities are recorded at fair value

16. Bank and Corporate Securities

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Bank and corporate debt securities (Gross)	**69,448**	62,765	**59,222**	53,439
Less: ECL[(a)]	**113**	98	**82**	76
Bank and corporate debt securities	**69,335**	62,667	**59,140**	53,363
Equity securities	**12,400**	12,790	**12,262**	12,700
Total	**81,735**	75,457	**71,402**	66,063

(a) ECL for FVOCI securities amounting to $28 million (2022: $12 million) for the Group and $27 million (2022: $11 million) for the Bank are not shown in the table, as these securities are recorded at fair value

17. Loans and Advances to Customers

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Gross	**422,152**	420,284	**326,603**	331,562
Less: Specific allowances[(a)]	**2,347**	2,299	**1,643**	1,669
General allowances[(a)]	**3,642**	3,466	**3,058**	2,910
Net total	**416,163**	414,519	**321,902**	326,983
Analysed by product				
Long-term loans	**197,081**	198,892	**146,923**	147,712
Short-term facilities	**98,893**	97,259	**80,402**	81,631
Housing loans	**86,925**	80,625	**69,001**	68,737
Trade loans	**39,253**	43,508	**30,277**	33,482
Gross loans	**422,152**	420,284	**326,603**	331,562
Analysed by currency				
Singapore dollar	**163,933**	164,110	**163,877**	164,075
Hong Kong dollar	**46,923**	51,043	**15,723**	17,645
US dollar	**101,344**	115,803	**88,359**	98,300
Chinese yuan	**21,368**	19,282	**5,256**	4,792
Others	**88,584**	70,046	**53,388**	46,750
Gross loans	**422,152**	420,284	**326,603**	331,562

(a) Balances refer to ECL under SFRS(I) 9 (Specific allowances: Stage 3 ECL; General allowances: Stage 1 and Stage 2 ECL)

Please refer to Note 42.4 for a breakdown of loans and advances to customers by geography and by industry.

18. Financial Assets Pledged or Transferred

The Group pledges or transfers financial assets to third parties in the ordinary course of business. Transferred assets continue to be recognised in the Group's financial statements when the Group retains substantially all their risks and rewards.

The financial assets pledged as collateral are mainly for repurchase, securities lending and collateral swap agreements, derivative transactions under credit support agreements and in connection with the Group's covered bond program and secured note issuances.

Repurchase, securities lending and collateral swap agreement
Securities transferred under repurchase, securities lending and collateral swap arrangements are generally conducted under terms in line with normal market practice. The counterparty is typically allowed to sell or re-pledge the securities but has an obligation to return them at maturity. If the securities decrease in value, the Group may, in certain circumstances, be required to place additional collateral.

For repurchase agreements, the securities pledged or transferred continue to be recorded on the balance sheet while cash received in exchange is recorded as a financial liability. The Group also pledges assets to secure its short position in securities and to facilitate settlement operations. The fair value of the associated liabilities approximates their carrying amount of $9,321 million (2022: $9,020 million) for the Group and $7,745 million (2022: $7,363 million) for the Bank, which are recorded under "Due to banks", "Deposits and balances from customers" and "Other liabilities" on the balance sheet.

For securities lending and collateral swap transactions, the securities lent continue to be recorded on the balance sheet. As the Group mainly receives other financial assets in exchange, the associated liabilities are not recorded on the balance sheet.

Derivatives
In addition, the Group pledges securities for derivative transactions under credit support agreements. These assets continue to be recorded on the balance sheet. As the related derivative assets and liabilities are managed on a portfolio basis, there is no direct relationship between the securities pledged and the associated liabilities. As such, the associated liabilities are not disclosed.

Covered bonds and secured notes
Pursuant to the Bank's Global Covered Bond Programme, selected pools of residential mortgages originated by the Bank have been assigned to a bankruptcy-remote structured entity, Bayfront Covered Bonds Pte Ltd (see Notes 21.2 and 29.4). These residential mortgages continue to be recognised on the Bank's balance sheet as the Bank remains exposed to the risks and rewards associated with them.

Pursuant to secured notes issued by the Bank, selected loan assets have been assigned as security (see Note 29.4). The Group remains the legal and beneficial owner of the loan assets and the loan assets continue to be recognised on the Group's and the Bank's balance sheets.

As at 31 December 2023, the carrying value of the covered bonds and secured notes in issue was $13,166 million (2022: $7,575 million), while the carrying value of assets assigned was $25,560 million (2022: $16,740 million) for the Group and the Bank. The difference in values is attributable to an intended over-collateralisation required to maintain the credit ratings of the covered bonds in issue, and additional assets assigned to facilitate future issuances.

The table below presents the assets pledged as collateral under the aforementioned transactions

In $ millions	The Group		Bank	
	2023	**2022**	**2023**	**2022**
Singapore government securities and treasury bills	**2,147**	2,773	**2,147**	2,773
Other government securities and treasury bills	**6,179**	7,339	**4,789**	6,653
Bank and corporate debt securities	**3,767**	2,641	**3,051**	1,308
Equity securities	**1,135**	1,232	**1,115**	1,232
Certificates of deposit	**507**	504	**64**	66
Cash collateral pledged (Note 19)	**5,208**	6,201	**4,895**	5,945
Loans and advances to customers[(a)]	**25,560**	16,740	**25,560**	16,740
Total	**44,503**	37,430	**41,621**	34,717

(a) Refers to the loans pledged under covered bond program and secured notes issuances and reflect the intended over-collateralisation

There were no derecognised assets that were subject to the Group's partial continuing involvement as at 31 December 2023 and 31 December 2022.

19. Other Assets

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Accrued interest receivable	**3,104**	2,346	**2,446**	1,768
Deposits and prepayments	**1,203**	711	**346**	285
Receivables from securities business	**559**	358	**-**	-
Sundry debtors and others	**7,130**	7,800	**4,308**	5,685
Cash collateral pledged[(a)]	**5,208**	6,201	**4,895**	5,945
Deferred tax assets (Note 20)	**762**	871	**168**	234
Total[(b)]	**17,966**	18,287	**12,163**	13,917

(a) Mainly relates to cash collateral pledged in respect of derivative portfolios
(b) Balances are net of specific and general allowances

20. Deferred Tax Assets/ Liabilities

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when the deferred income taxes relate to the same tax authority. The deferred tax assets and liabilities are determined after appropriate offsetting, as shown in “Other assets” (Note 19) and “Other liabilities” (Note 28) respectively.

Deferred tax assets and liabilities comprise the following temporary differences:

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Deferred income tax assets				
Allowances for credit and other losses	**347**	368	**40**	46
FVOCI financial assets	**84**	143	**60**	98
Cash flow hedges	**103**	181	**37**	83
Own credit risk	**2**	-	**2**	-
Other temporary differences	**489**	436	**101**	116
Sub-total	**1,025**	1,128	**240**	343
Amounts offset against deferred tax liabilities	**(263)**	(257)	**(72)**	(109)
Total	**762**	871	**168**	234
Deferred income tax liabilities				
Allowances for credit and other losses	**73**	61	**5**	11
Tax depreciation	**91**	112	**49**	68
FVOCI financial assets	**3**	-	**2**	-
Own credit risk	**-**	3	**-**	3
Other temporary differences	**204**	137	**68**	47
Sub-total	**371**	313	**124**	129
Amounts offset against deferred tax assets	**(263)**	(257)	**(72)**	(109)
Total	**108**	56	**52**	20
Net deferred tax assets	**654**	815	**116**	214

20.1 International Tax Reform - Pillar Two Model Rules (GloBE)

The Group is within the scope of the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting Pillar Two Global Anti-Base Erosion (GloBE) model rules. In the Singapore 2023 Budget Statement, the Singapore government announced plans to implement the GloBE rules as well as a domestic top-up tax (DTT) beginning on or after 1 January 2025. Since the Pillar Two legislation has not been enacted in Singapore, the jurisdiction in which DBS Group Holdings Ltd is incorporated, and is thus not effective at the reporting date, the Group has no related current tax exposure. The Group has applied the exception to recognising and disclosing information about deferred tax assets and liabilities related to Pillar Two income taxes, as provided in the amendments to SFRS(I) 1-12 *International Tax Reform – Pillar Two Model Rules* issued in May 2023.

Under the GloBE model rules, the GloBE effective tax rate (ETR) is assessed on a jurisdictional basis and top up tax is payable if the jurisdictional ETR is below 15%. The GloBE ETR is not exactly the same as accounting ETR. However, if the accounting ETR were to be used to assess the potential GloBE implications, DBS entities in most jurisdictions are operating with an average accounting ETR that exceeds 15%, except for Singapore, Macau, Malaysia and United Arab Emirates (UAE). Please refer to the geographical segment information in Note 47.2 for details on Singapore's accounting profits and tax expenses. As of the issuance date of these financial statements, Singapore has not announced when and how the GloBE rules will be enacted. Consequently, it is not presently feasible to reasonably estimate the quantitative impact of this legislation. The Group is actively engaged in evaluating its potential exposure to these forthcoming regulations. The impact of Pillar Two for Macau, Malaysia and UAE is expected to be immaterial.

Japan, South Korea, United Kingdom and Vietnam have respectively either announced draft legislations or enacted legislations to implement Pillar Two in 2024. The average accounting ETRs of the DBS entities operating in these jurisdictions are above 15%, without considering the various elections available and adjustments required under the GloBE model rules. While the exact quantitative impact cannot be reasonably estimated as yet due to the complexities in applying the legislations, the impact of Pillar Two is expected to be immaterial.

21. Subsidiaries and Consolidated Structured Entities

In $ millions	Bank 2023	Bank 2022
Investment in subsidiaries[(a)]		
Ordinary shares	**15,594**	13,065
Due from subsidiaries		
Other receivables	**29,309**	22,758
Total	**44,903**	35,823

(a) The carrying amounts of certain investments which are designated as hedged items in a fair value hedge are adjusted for fair value changes attributable to the hedged risks

21.1 Main operating subsidiaries

The main operating subsidiaries within the Group are listed below.

Name of subsidiary	Incorporated in	The Group Effective shareholding % 2023	The Group Effective shareholding % 2022
Commercial Banking			
DBS Bank (Hong Kong) Limited*	Hong Kong	**100**	100
DBS Bank (China) Limited*	China	**100**	100
DBS Bank (Taiwan) Limited*	Taiwan	**100**	100
PT Bank DBS Indonesia*	Indonesia	**99**	99
DBS Bank India Limited*	India	**100**	100
Other Financial Services			
DBS Vickers Securities Holdings Pte Ltd	Singapore	**100**	100
DBS Digital Exchange Pte Ltd[(a)]	Singapore	**92**	90
DBS Securities (China) Co. Ltd*	China	**51**	51

* Audited by PricewaterhouseCoopers network firms outside Singapore
(a) Subsidiary held by DBS Finnovation Pte Ltd, an investment holding company under DBS Bank Ltd.

The Group's main subsidiaries are regulated banks and non-bank financial institutions. Statutory, contractual or regulatory requirements as well as protective rights of non-controlling interests may restrict the ability of the Bank to access and transfer assets freely to or from other entities within the Group and to settle liabilities of the Group. Since the Group did not have any material non-controlling interests as at the balance sheet dates, any protective rights associated with these did not give rise to significant restrictions in 2022 and 2023.

Please refer to Note 33 for information on non-controlling interests.

21.2 Consolidated Structured Entity

The structured entity consolidated by the Group is listed below.

Name of entity	Purpose of consolidated structured entity	Incorporated in
Bayfront Covered Bonds Pte Ltd	Covered bond guarantor	Singapore

Bayfront Covered Bonds Pte Ltd is a bankruptcy-remote structured entity established in conjunction with the Bank's USD 20 billion Global Covered Bond Programme (see Note 29.4). As part of the contractual structures that are integral to this programme, the Bank provides funding and hedging facilities to it.

22. Associates and Joint Ventures

In $ millions	The Group 2023	2022
Unquoted equity securities	**2,157**	2,055
Share of post-acquisition reserves	**330**	225
Total	**2,487**	2,280

In $ millions	Bank 2023	2022
Unquoted equity securities	**1,484**	1,386

As of 31 December 2023 and 31 December 2022, no associate and joint venture was individually material to the Group and Bank. As a non-controlling shareholder, the Group's and Bank's ability to receive dividends is subject to agreement with other shareholders. The associates and joint ventures may also be subject to statutory, contractual or regulatory requirements restricting dividend payments or to repay loans or advances made.

Aggregate information about the Group's share of investments in associate and joint ventures that were not individually material is as follows:

In $ millions	The Group 2023	2022
Profit for the financial year	**214**	207
Other comprehensive income	**(1)**	8
Total comprehensive income	**213**	215

The Group's share of off-balance sheet items of the associates and joint ventures at 31 December are as follows:

In $ millions	The Group 2023	2022
Off-balance sheet		
Share of contingent liabilities and commitments	**4,067**	3,737

22.1 Main associates

The main associates of the Group are listed below.

Name of associate	Incorporated in	The Group Effective shareholding % 2023	2022
Unquoted			
Central Boulevard Development Pte Ltd*	Singapore	**33.3**	33.3
Shenzhen Rural Commercial Bank Corporation Limited* [(a)(b)]	China	**13.0**	13.0

* Audited by other auditors

(a) The Group is able to exercise significant influence over the financial and operating policy decision through board representation

(b) On 29 December 2023, the Group announced that it has obtained the requisite regulatory approvals to increase the Bank's existing stake in Shenzhen Rural Commercial Bank Corporation Limited (SRCB) from 13% to 16.69%. The transaction was completed in January 2024. Please refer to note 48.3 for details

23. Unconsolidated Structured Entities

"Unconsolidated structured entities" are structured entities, as defined by SFRS(I) 12, that are not controlled by the Group. In the normal course of business, the Group enters into transactions with these structured entities to facilitate customer transactions and for specific investment opportunities.

While the economic exposures may be the same as those to other types of entities, SFRS(I) 12 specifically requires companies to disclose such exposures arising from transactions with unconsolidated structured entities. The table below reflects exposures to third party securitisation structures where the Group holds an interest in the normal course of business.

As is the case with other types of counterparties, the carrying amount from transactions with unconsolidated structured entities have been included in the Group's financial statements.

The risks arising from such transactions are subject to the Group's risk management practices.

The table below represents the Group's and Bank's maximum exposure to loss which for on-balance sheet assets and liabilities is represented by the carrying amount, and does not reflect mitigating effects from the availability of netting arrangements and financial instruments that the Group may utilise to manage the risks inherent in third party structured entities, or risk-reducing effects of collateral or other credit enhancements.

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Derivatives	**84**	25	**84**	25
Corporate securities	**5,204**	4,017	**4,548**	3,364
Other assets	**7**	3	**5**	2
Total assets	**5,295**	4,045	**4,637**	3,391
Commitments	**617**	799	**617**	799
Maximum exposure to loss	**5,912**	4,844	**5,254**	4,190
Derivatives	**154**	244	**154**	244
Total liabilities	**154**	244	**154**	244

SFRS(I) 12 also requires additional disclosures where the Group acts as a sponsor to unconsolidated structured entities. The Group is deemed a sponsor of a structured entity if it plays a key role in establishing the entity,and has an on-going involvement with the structured entity or if the Group's name appears in the structured entity's name.

There are certain investment funds where the Group is the fund manager and the investors have no or limited removal rights over the fund manager. These funds are primarily subscribed by the investors. As of 31 December 2023, the Group did not hold any investment in these investment funds. The table below summarises the Group's and Bank's involvement in the funds.

	The Group and Bank	
In $ millions	**2023**	**2022**
Total assets of the sponsored structured entities	**613**	476
Fee income earned from the sponsored structured entities	**6**	8

24. Acquisition

Consumer banking business of Citigroup Inc in Taiwan ("Citi Taiwan")

In August 2023, the Group completed the acquisition of the consumer banking business of Citigroup Inc in Taiwan ("Citi Taiwan") via a transfer of assets and liabilities. With the acquisition of Citi Taiwan, DBS Taiwan has become Taiwan's largest foreign bank by assets and will have clear market leadership in loans, deposits, cards and investments among foreign players in the market. The acquisition is in line with the Group's strategy to scale up its investment and accelerates its expansion in Taiwan.

The Group has paid a cash consideration of $936 million for the assets acquired (comprising mainly foreign currency cash accounts and loans and advances) of $12.6 billion and the liabilities assumed (comprising mainly deposits and balances from customers and pension liabilities) of $12.4 billion.

The provisional goodwill and intangible assets arising from the acquisition were $763 million (TWD 17.8 billion) and $232 million respectively as of 31 December 2023. Intangible assets mainly relate to customer relationships and core deposits.

The contribution to the Group's net profit from the consolidation of the acquired Citi Taiwan from 12 August 2023 to 31 December 2023 was not material.

Integration costs of $135 million and $33 million were included in the Group's and Bank's expenses respectively for the year ended 31 December 2023 in the audited income statements.

25. Properties and Other Fixed Assets

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Owned properties and other fixed assets				
Investment properties	**37**	39	**29**	31
Owner-occupied properties	**576**	398	**50**	54
Software[(a)]	**1,310**	1,181	**1,095**	978
Other fixed assets	**430**	367	**229**	226
Sub-total	**2,353**	1,985	**1,403**	1,289
Right-of-use assets				
Properties	**1,249**	1,155	**517**	542
Other fixed assets	**87**	98	**58**	66
Sub-total	**1,336**	1,253	**575**	608
Total	**3,689**	3,238	**1,978**	1,897

(a) During the year, the additions to software were $478 million (2022: $491 million) for the Group and $399 million (2022: $411 million) for the Bank; disposals/ write-offs were $19 million (2022: $51 million) for the Group and $14 million (2022: $48 million) for the Bank; and depreciation expenses were $330 million (2022: $300 million) for the Group and $268 million (2022: $234 million) for the Bank

26. Goodwill and Intangible Assets

The carrying amounts of the Group's and Bank's goodwill and intangible assets arising from business acquisitions are as follows:

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Goodwill				
DBS Bank (Hong Kong) Limited	**4,631**	4,631	**-**	-
DBS Taiwan consumer banking business[(a)]	**763**	-	**-**	-
Others	**687**	709	**334**	334
Sub-total	**6,081**	5,340	**334**	334
Intangible assets				
Customer relationships and core deposits[(b)]	**232**	-	**-**	-
Total Goodwill and intangible assets	**6,313**	5,340	**334**	334

(a) Goodwill from acquisition of Citi Taiwan has been recognised on a provisional basis. Refer to Note 24 for further details
(b) Intangible assets from acquisition of Citi Taiwan

Goodwill is reviewed on an annual basis or when indicators of impairment exist.

The more material goodwill at the Group relates to DBS Bank (Hong Kong) Limited's franchise and DBS Taiwan Consumer Banking Business. The recoverable value of the franchise is determined based on a value-in-use calculation. The CGU's five-year projected free cash flows, after taking into account the maintenance of capital adequacy requirements at target levels, are discounted by its cost of capital to derive its present value. To derive the value beyond the fifth year, a long-term growth rate is imputed to the fifth-year cash flow and then discounted by the cost of capital to derive the terminal value. The long-term growth rate used does not exceed the historical long-term growth rate of the market the CGU operates in. The recoverable value is the sum of the present value of the five-year cash flows and the terminal value.

A growth rate of 3.5% (2022: 3.5%) and discount rate of 9.0% (2022: 9.0%) were assumed in the value-in-use calculation for DBS Bank (Hong Kong) Limited's franchise.

The process of evaluating goodwill impairment involves management judgement and prudent estimates of various factors including future cash flows as well as the cost of capital and long-term growth rates. The results can be highly sensitive to the assumptions used. Key assumptions used to determine the recoverable amounts of the CGU, including growth rate and discount rate, are tested for sensitivity by applying a reasonably possible change to those assumptions. The reasonably possible changes in key assumptions did not result in an impairment of goodwill as at 31 December 2023.

27. Deposits and Balances from Customers

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Analysed by currency				
Singapore dollar	**191,925**	213,259	**191,537**	212,821
US dollar	**209,689**	198,124	**163,670**	154,528
Hong Kong dollar	**32,852**	36,211	**4,836**	7,325
Chinese yuan	**25,040**	21,795	**5,219**	2,993
Others	**75,597**	57,611	**36,198**	30,623
Total	**535,103**	527,000	**401,460**	408,290
Analysed by product				
Savings accounts	**176,625**	186,727	**138,516**	150,734
Current accounts	**109,367**	130,855	**88,720**	107,843
Fixed deposits	**244,779**	203,545	**172,254**	146,083
Other deposits	**4,332**	5,873	**1,970**	3,630
Total	**535,103**	527,000	**401,460**	408,290

28. Other Liabilities

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Cash collateral received[(a)]	**2,491**	4,205	**2,165**	3,848
Accrued interest payable	**2,047**	1,170	**1,491**	894
Provision for loss in respect of off-balance sheet credit exposures	**243**	257	**211**	223
Payable in respect of securities business	**385**	351	**-**	-
Sundry creditors and others[(b)]	**11,451**	11,912	**7,446**	8,220
Lease liabilities[(c)]	**1,468**	1,389	**660**	704
Current tax liabilities	**1,092**	1,049	**967**	905
Short sale of securities	**3,052**	2,301	**2,719**	1,854
Deferred tax liabilities (Note 20)	**108**	56	**52**	20
Total	**22,337**	22,690	**15,711**	16,668

(a) Mainly relates to cash collateral received in respect of derivative portfolios
(b) Includes income received in advance of $768 million (2022: $864 million) and $497 million (2022: $560 million) for the Group and Bank respectively arising from a 15-year regional distribution agreement entered with Manulife Financial Asia Limited, to be amortised on a straight-line basis. The regional distribution agreement was extended for one more year to 2031 via a contract addendum in 2021. $96 million (2022: $96 million) and $62 million (2022: $62 million) of the Manulife income received in advance was recognised as fee income during the year for the Group and Bank respectively
(c) Total lease payments made during the year amounted to $243 million (2022: $242 million) and $111 million (2022: $110 million) for the Group and Bank respectively

29. Other Debt Securities

		The Group		Bank	
In $ millions	**Note**	**2023**	**2022**	**2023**	**2022**
Negotiable certificates of deposit	29.1	**6,037**	5,910	**4,351**	3,207
Senior medium term notes	29.2	**4,849**	3,185	**4,140**	3,027
Commercial papers	29.3	**3,545**	19,053	**3,545**	19,053
Covered bonds and other secured notes[(a)]	29.4	**13,166**	7,575	**13,166**	7,575
Other debt securities	29.5	**15,790**	8,058	**15,790**	8,056
Total		**43,387**	43,781	**40,992**	40,918
Due within 1 year		**24,899**	30,066	**23,213**	27,361
Due after 1 year [(b)]		**18,488**	13,715	**17,779**	13,557
Total		**43,387**	43,781	**40,992**	40,918

(a) Collaterals are in the form of residential mortgages and corporate loans
(b) Includes instruments in perpetuity

29.1 Negotiable certificates of deposit issued and outstanding as at 31 December are as follows:

In $ millions		The Group		Bank	
Currency	**Interest Rate and Interest Frequency**	**2023**	**2022**	**2023**	**2022**
Issued by the Bank and other subsidiaries					
AUD	Zero-coupon, payable on maturity	**2,608**	3,207	**2,608**	3,207
CNY	Zero-coupon, payable on maturity	**1,075**	2,136	**-**	-
EUR	Zero-coupon, payable on maturity	**73**	-	**73**	-
GBP	Zero-coupon, payable on maturity	**1,331**	-	**1,331**	-
HKD	1.07%, payable on maturity	**-**	35	**-**	-
HKD	Zero-coupon, payable on maturity	**-**	500	**-**	-
INR	Zero-coupon, payable on maturity	**611**	32	**-**	-
USD	Zero-coupon, payable on maturity	**339**	-	**339**	-
Total		**6,037**	5,910	**4,351**	3,207

The outstanding negotiable certificates of deposit as at 31 December 2023 were issued between 13 March 2023 and 28 December 2023 (2022: 11 January 2022 and 29 December 2022) and mature between 2 January 2024 and 26 December 2024 (2022: 4 January 2023 and 21 November 2023).

29.2 Senior medium term notes issued and outstanding as at 31 December are as follows:

In $ millions		The Group		Bank	
Currency	**Interest Rate and Interest Frequency**	**2023**	**2022**	**2023**	**2022**
Issued by the Bank and other subsidiaries					
AUD	Floating rate note, payable quarterly	**2,520**	1,460	**2,520**	1,460
AUD	4.678%, payable semi-annually	**361**	-	**361**	-
CNY	3.25% to 4.7%, payable annually	**709**	158	**-**	-
HKD	5.4%, payable quarterly	**208**	214	**208**	214
HKD	Floating rate note, payable quarterly	**228**	232	**228**	232
HKD	1.125% to 5.41%, payable semi-annually	**567**	736	**567**	736
USD	1.492% to 2.3%, payable semi-annually	**256**	385	**256**	385
Total		**4,849**	3,185	**4,140**	3,027

The outstanding senior medium term notes as at 31 December 2023 were issued between 24 March 2021 and 5 June 2023 (2022: 24 March 2021 and 22 November 2022) and mature between 19 January 2024 and 15 March 2027 (2022: 3 March 2023 and 1 March 2027).

29.3 The commercial papers were issued by the Bank under its USD 5 billion Euro Commercial Paper Programme and USD 20 billion US Commercial Paper Programme. These are mainly zero-coupon papers. The outstanding notes as at 31 December 2023 were issued between 28 July 2023 and 27 November 2023 (2022: 7 July 2022 and 31 December 2022) and mature between 3 January 2024 and 30 May 2024 (2022: 3 January 2023 and 30 June 2023).

29.4 The covered bonds were issued by the Bank under its USD 20 billion Global Covered Bond Programme. A covered bond is a senior obligation of the Bank backed by a cover pool comprising assets that have been ring-fenced via contractual structures in a bankruptcy-remote structured entity, Bayfront Covered Bonds Pte Ltd. Bayfront Covered Bonds Pte Ltd provides an unconditional and irrevocable guarantee, which is secured by the cover pool, to the covered bond holders. Please refer to Note 18 for further details on the covered bonds.

The outstanding covered bonds of $12,127 million as at 31 December 2023 (2022: $7,575 million) were issued between 23 January 2017 and 17 November 2023 (2022: 23 January 2017 and 12 December 2022) and mature between 23 January 2024 and 16 August 2027 (2022: 23 January 2024 and 17 March 2027).

The Bank also issued secured notes. These notes are senior obligations of the Bank backed by a pool of assets. The outstanding notes of $1,039 million as at 31 December 2023 (2022: Nil) were issued between 20 January 2023 and 28 March 2023 and mature on 17 January 2025. Please refer to Note 18 for further details on the secured notes.

29.5 Other debt securities issued and outstanding as at 31 December are as follows:

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Issued by the Bank and other subsidiaries				
Equity linked notes	**3,035**	1,740	**3,035**	1,738
Credit linked notes	**4,342**	3,832	**4,342**	3,832
Interest linked notes	**7,976**	2,364	**7,976**	2,364
Others	**437**	122	**437**	122
Total	**15,790**	8,058	**15,790**	8,056

The outstanding securities (excluding perpetual securities) as at 31 December 2023 were issued between 12 March 2013 and 31 December 2023 (2022: 12 March 2013 and 31 December 2022) and mature between 2 January 2024 and 22 February 2062 (2022: 3 January 2023 and 22 February 2062).

30. Share Capital

	The Group and Bank			
	Shares ('000)		In $ millions	
	2023	**2022**	**2023**	**2022**
Ordinary shares	**2,626,196**	2,626,196	**24,452**	24,452
Issued share capital at 31 December			**24,452**	24,452

31. Other Equity Instruments

The following perpetual capital securities issued by the Bank are classified as other equity instruments. These instruments are subordinated to all liabilities of the Bank and senior only to ordinary shareholders of the Bank.

These instruments include contractual provisions for them to be written-off if and when the Monetary Authority of Singapore (MAS) notifies the Bank that a write-off of the instruments, or a public sector injection of capital (or equivalent support), is necessary, without which the Group or the DBSH Group (DBSH and its subsidiaries) would become non-viable, as determined by the MAS. These instruments qualify as Additional Tier 1 (AT1) capital under the "Notice on Risk Based Capital Adequacy Requirements for Banks Incorporated in Singapore" (MAS Notice 637).

In $ millions	Note	Issue Date	Distribution Payment	The Group and Bank 2023	2022
Issued by the Group and Bank					
SGD 1,000m 3.98% Non-Cumulative, Non-Convertible Perpetual Capital Securities First Callable in 2025	31.1	12 Sep 2018	Mar/ Sep	**1,000**	1,000
USD 1,000m 3.30% Non-Cumulative, Non-Convertible Perpetual Capital Securities First Callable in 2025	31.2	27 Feb 2020	Feb/ Aug	**1,396**	1,396
Total				**2,396**	2,396

31.1 Distributions are payable at 3.98% per annum up to 12 September 2025. Thereafter, the distribution rate resets every 7 years to the then-prevailing seven-year Singapore Dollar Swap Offer Rate (or such other substitute rate generally accepted by market participants at that time) plus 1.65% per annum. Distributions are paid semi-annually on 12 March and 12 September each year, unless cancelled by the Bank. The capital securities are redeemable on 12 September 2025 or on any distribution payment date thereafter.

31.2 Distributions are payable at 3.30% per annum up to 27 February 2025. Thereafter, the distribution rate resets every 5 years to the then-prevailing five-year US Dollar Treasury Rate plus 1.915% per annum. Distributions are paid semi-annually on 27 February and 27 August each year, unless cancelled by the Bank. The capital securities are redeemable on 27 February 2025 or on any distribution payment date thereafter.

32. Other Reserves and Revenue Reserves

32.1 Other reserves

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
FVOCI revaluation reserves (debt)	**(1,021)**	(1,686)	**(863)**	(1,415)
FVOCI revaluation reserves (equity)	**(281)**	(344)	**(328)**	(394)
Cash flow hedge reserves	**(1,348)**	(2,422)	**(979)**	(1,910)
Foreign currency translation reserves	**(1,776)**	(1,273)	**(440)**	(261)
Other reserves	**1**	63	**-**	-
Total	**(4,425)**	(5,662)	**(2,610)**	(3,980)

Movements in other reserves for the Group during the year are as follows:

	The Group					
In $ millions	**FVOCI revaluation reserves (debt)**	**FVOCI revaluation reserves (equity)**	**Cash flow hedge reserves**	**Foreign currency translation reserves**	**Other reserves**	**Total**
2023						
Balance at 1 January	**(1,686)**	**(344)**	**(2,422)**	**(1,273)**	**63**	**(5,662)**
Net exchange translation adjustments	**-**	**-**	**-**	**(503)**	**-**	**(503)**
Share of associates' reserves	**(1)**	**6**	**(5)**	**-**	**(1)**	**(1)**
Share of associates' transfer to revenue reserves upon disposal of FVOCI equities	**-**	**(11)**	**-**	**-**	**-**	**(11)**
FVOCI financial assets and cash flow hedge movements:						
- net valuation taken to equity	**810**	**(177)**	**978**	**-**	**-**	**1,611**
- transferred to income statement	**(89)**	**-**	**177**	**-**	**-**	**88**
- taxation relating to components of other comprehensive income	**(55)**	**(4)**	**(76)**	**-**	**-**	**(135)**
Transfer to revenue reserves upon disposal of FVOCI equities	**-**	**249**	**-**	**-**	**-**	**249**
Other movements	**-**	**-**	**-**	**-**	**(61)**	**(61)**
Balance at 31 December	**(1,021)**	**(281)**	**(1,348)**	**(1,776)**	**1**	**(4,425)**
2022						
Balance at 1 January	(68)	(54)	(242)	(334)	98	(600)
Net exchange translation adjustments	-	-	-	(939)	-	(939)
Share of associates' reserves	-	(10)	17	-	1	8
FVOCI financial assets and cash flow hedge movements:						
- net valuation taken to equity	(1,860)	(432)	(2,241)	-	-	(4,533)
- transferred to income statement	117	-	(128)	-	-	(11)
- taxation relating to components of other comprehensive income	125	15	172	-	-	312
Transfer to revenue reserves upon disposal of FVOCI equities	-	137	-	-	-	137
Other movements	-	-	-	-	(36)	(36)
Balance at 31 December	(1,686)	(344)	(2,422)	(1,273)	63	(5,662)

Movements in other reserves for the Bank during the year are as follows:

	Bank				
In $ millions	**FVOCI revaluation reserves (debt)**	**FVOCI revaluation reserves (equity)**	**Cash flow hedge reserves**	**Foreign currency translation reserves**	**Total**
2023					
Balance at 1 January	**(1,415)**	**(394)**	**(1,910)**	**(261)**	**(3,980)**
Net exchange translation adjustments	**-**	**-**	**-**	**(179)**	**(179)**
FVOCI financial assets and cash flow hedge movements:					
- net valuation taken to equity	**652**	**(176)**	**775**	**-**	**1,251**
- transferred to income statement	**(66)**	**-**	**202**	**-**	**136**
- taxation relating to components of other comprehensive income	**(34)**	**(4)**	**(46)**	**-**	**(84)**
Transfer to revenue reserves upon disposal of FVOCI equities	**-**	**246**	**-**	**-**	**246**
Balance at 31 December	**(863)**	**(328)**	**(979)**	**(440)**	**(2,610)**
2022					
Balance at 1 January	(79)	(114)	(187)	(45)	(425)
Net exchange translation adjustments	-	-	-	(216)	(216)
FVOCI financial assets and cash flow hedge movements:					
- net valuation taken to equity	(1,530)	(437)	(1,703)	-	(3,670)
- transferred to income statement	117	-	(100)	-	17
- taxation relating to components of other comprehensive income	77	15	80	-	172
Transfer to revenue reserves upon disposal of FVOCI equities	-	142	-	-	142
Balance at 31 December	(1,415)	(394)	(1,910)	(261)	(3,980)

32.2 Revenue reserves

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Balance at 1 January	**35,355**	30,987	**26,917**	23,693
Net profit attributable to shareholders	**10,016**	8,155	**9,203**	7,040
Other comprehensive income attributable to shareholders				
- Fair value change from own credit risk on financial liabilities designated at fair value (net of tax)	**(108)**	115	**(108)**	115
- Defined benefit plans remeasurements (net of tax)	**(8)**	(1)	**(3)**	-
- Transfer from FVOCI revaluation reserves upon disposal of FVOCI equities	**(249)**	(137)	**(246)**	(142)
Share of associates' transfer from FVOCI revaluation reserves upon disposal of FVOCI equities	**11**	-	**-**	-
Other movements	**50**	25	**-**	-
Sub-total	**45,067**	39,144	**35,763**	30,706
Less: Dividends paid to holding company	**5,013**	3,789	**5,013**	3,789
Balance at 31 December	**40,054**	35,355	**30,750**	26,917

As at 31 December 2023, revenue reserves include statutory reserves of $633 million (2022: $575 million) for the Group and $7 million (2022: $5 million) for the Bank, maintained in accordance with the applicable laws and regulations. There were no regulatory loss allowance reserves as at 31 December 2023 and 31 December 2022 for both the Group and Bank.

33. Non-controlling Interests

The following instruments issued by subsidiaries of the Group are classified as non-controlling interests. These instruments have a deeply subordinated claim on the issuing entity's assets in the event of a liquidation.

				The Group	
In $ millions	**Note**	**Issue Date**	**Distribution Payment**	**2023**	**2022**
Issued by Heedum Pte Ltd S$344m 1.6% Perpetual Subordinated Loan		12 Nov 2015	Nov	**344**	344
Issued by DBS Bank (Taiwan) Ltd TW$8,000m 2.279% Non-Cumulative and Perpetual Preferred Shares	33.1	20 Jan 2015		**344**	350
Issued by DBS Bank (Hong Kong) Limited HK$1,400m 2.86% Perpetual Securities		13 Jan 2022	Jan	**236**	241
Non-controlling interests in Subsidiaries				**182**	184
Total				**1,106**	1,119

33.1 The preferred shares have an annual dividend rate of 4.0% from 20 January 2015 to (but excluding) 20 January 2020, and 2.279% from 20 January 2020.

34. Contingent Liabilities and Commitments

The Group issues guarantees, performance bonds and indemnities in the ordinary course of business. The majority of these facilities are offset by corresponding obligations of its customers.

Guarantees and performance bonds are generally written by the Group to support the performance of a customer to third parties. As the Group will only be required to meet these obligations in the event of the customer's default, the cash requirements of these instruments are expected to be considerably below their contractual nominal amount.

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Guarantees on account of customers	**23,048**	21,006	**21,842**	20,548
Letters of credit and other obligations on account of customers	**15,571**	16,663	**13,782**	14,733
Undrawn credit commitments[(a)]	**423,842**	364,998	**326,160**	296,727
Forward starting transactions	**712**	852	**1,825**	1,541
Undisbursed and underwriting commitments in securities	**373**	418	**373**	413
Sub-total	**463,546**	403,937	**363,982**	333,962
Capital commitments	**56**	134	**24**	87
Total	**463,602**	404,071	**364,006**	334,049
Analysed by industry (excluding capital commitments)				
Manufacturing	**67,496**	60,064	**50,561**	44,891
Building and construction	**33,145**	33,045	**25,456**	26,867
Housing loans	**8,790**	7,902	**7,506**	7,500
General commerce	**77,432**	66,883	**63,458**	54,867
Transportation, storage and communications	**19,676**	20,511	**15,162**	16,078
Financial institutions, investment and holding companies	**60,215**	49,638	**56,941**	46,539
Professionals and private individuals (excluding housing loans)	**155,959**	131,631	**112,863**	108,296
Others	**40,833**	34,263	**32,035**	28,924
Total	**463,546**	403,937	**363,982**	333,962
Analysed by geography[(b)] (excluding capital commitments)				
Singapore	**172,193**	159,784	**172,162**	159,760
Hong Kong	**66,452**	65,677	**33,660**	32,807
Rest of Greater China	**81,040**	50,479	**30,263**	24,662
South and Southeast Asia	**39,324**	36,016	**29,534**	29,951
Rest of the World	**104,537**	91,981	**98,363**	86,782
Total	**463,546**	403,937	**363,982**	333,962

(a) Includes commitments that are unconditionally cancellable at any time by the Group (2023: $348,868 million; 2022: $294,168 million) and Bank (2023: $257,880 million; 2022: $232,199 million)
(b) Based on the location of incorporation of the counterparty or borrower

35. Financial Derivatives

35.1 Trading derivatives

Most of the Group's derivatives relate to sales and trading activities. Sales activities include the structuring and marketing of derivatives to customers to enable them to take, transfer, modify or reduce current or expected risks. Trading activities are entered into principally for dealer's margin or for the purpose of generating a profit from short-term fluctuations in price.

Trading includes mainly market-making and warehousing to facilitate customer orders. Market-making involves quoting bid and offer prices to other market participants with the intention of generating revenues based on spread and volume. Warehousing involves holding on to positions in order to liquidate in an orderly fashion with timing of unwinding determined by market conditions and traders' views of markets as they evolve.

35.2 Hedging derivatives

Apart from derivatives which are designated in hedge accounting relationships (Note 37), all other derivatives including those used for risk management purposes are treated in the same way as trading derivatives.

The following table summarises the contractual or underlying principal amounts of derivative financial instruments held or issued for trading and hedging purposes outstanding at balance sheet date. They do not represent amounts at risk.

Derivative financial instruments are revalued on a gross position basis and the unrealised gains or losses are reflected as derivative assets or derivative liabilities. Derivative assets and liabilities arising from different transactions are only offset if the transactions are done with the same counterparty, a legal right of offset exists, and the parties intend to settle the cash flows on a net basis. Refer to Note 13 for details on offsetting between derivative assets and liabilities.

	The Group					
	2023			2022		
In $ millions	**Underlying notional**	**Assets**	**Liabilities**	**Underlying notional**	**Assets**	**Liabilities**
Interest rate derivatives						
Forward rate agreements	**3,177**	**132**	**63**	2,718	261	18
Interest rate swaps	**1,824,802**	**7,601**	**9,443**	1,540,327	25,061	27,967
Interest rate futures	**8,234**	**7**	**14**	22,285	57	6
Interest rate options	**45,721**	**1,144**	**1,026**	44,881	1,282	1,146
Sub-total	**1,881,934**	**8,884**	**10,546**	1,610,211	26,661	29,137
Foreign exchange (FX) derivatives						
FX contracts	**597,317**	**4,651**	**5,434**	612,352	6,763	7,212
Currency swaps	**263,046**	**7,140**	**5,513**	238,740	9,098	7,324
Currency options	**104,910**	**454**	**561**	90,707	499	672
Sub-total	**965,273**	**12,245**	**11,508**	941,799	16,360	15,208
Equity derivative contracts	**28,321**	**1,207**	**855**	18,094	1,356	605
Credit derivative contracts	**26,996**	**338**	**417**	27,024	594	162
Commodity derivative contracts	**7,595**	**112**	**148**	7,802	92	179
Gross total derivatives	**2,910,119**	**22,786**	**23,474**	2,604,930	45,063	45,291
Impact of netting arrangements recognised for computation of Capital Adequacy Ratio (CAR) (unaudited)		**(12,694)**	**(12,694)**		(32,110)	(32,110)
		10,092	**10,780**		12,953	13,181
Of which: derivatives with holding company	**1,654**	**86**	**16**	4,593	127	25

	The Group					
	2023			2022		
In $ millions	**Underlying notional**	**Assets**	**Liabilities**	**Underlying notional**	**Assets**	**Liabilities**
Included in the above are derivatives held for:						
Fair value hedges						
Interest rate swaps	**18,716**	**53**	**148**	15,923	546	505
Currency swaps	**403**	**30**	**-**	530	38	-
Sub-total	**19,119**	**83**	**148**	16,453	584	505
Cash flow hedges						
Forward rate agreements	**102**	**#**	**2**	42	3	-
Interest rate swaps	**51,753**	**50**	**352**	36,427	110	1,837
FX contracts	**25,938**	**111**	**367**	17,468	230	77
Currency swaps	**18,746**	**755**	**332**	20,815	1,242	619
Sub-total	**96,539**	**916**	**1,053**	74,752	1,585	2,533
Net investment hedges						
FX contracts	**11,828**	**66**	**154**	11,677	133	44
Currency swaps	**789**	**11**	**-**	-	-	-
Sub-total	**12,617**	**77**	**154**	11,677	133	44
Total derivatives held for hedging	**128,275**	**1,076**	**1,355**	102,882	2,302	3,082

	Bank					
	2023			2022		
In $ millions	**Underlying notional**	**Assets**	**Liabilities**	**Underlying notional**	**Assets**	**Liabilities**
Interest rate derivatives						
Forward rate agreements	**2,167**	**132**	**60**	1,938	256	16
Interest rate swaps	**1,515,365**	**6,965**	**8,503**	1,301,504	24,701	27,229
Interest rate futures	**7,948**	**7**	**13**	20,365	53	6
Interest rate options	**45,407**	**1,144**	**1,026**	44,685	1,282	1,146
Sub-total	**1,570,887**	**8,248**	**9,602**	1,368,492	26,292	28,397
Foreign exchange (FX) derivatives						
FX contracts	**521,787**	**4,419**	**4,989**	573,365	5,995	6,486
Currency swaps	**255,720**	**6,749**	**5,290**	231,751	8,777	6,926
Currency options	**88,233**	**385**	**430**	77,538	427	533
Sub-total	**865,740**	**11,553**	**10,709**	882,654	15,199	13,945
Equity derivative contracts	**28,253**	**1,206**	**854**	17,991	1,355	604
Credit derivative contracts	**26,836**	**328**	**415**	26,332	579	161
Commodity derivative contracts	**7,566**	**111**	**148**	7,816	92	179
Gross total derivatives	**2,499,282**	**21,446**	**21,728**	2,303,285	43,517	43,286
Impact of netting arrangements recognised for computation of Capital Adequacy Ratio (CAR) (unaudited)		**(13,412)**	**(13,412)**		(32,788)	(32,788)
		8,034	**8,316**		10,729	10,498
Of which: derivatives with subsidiaries and holding company	**122,100**	**1,836**	**775**	112,654	2,025	776
Included in the above are derivatives held for:						
Fair value hedges						
Interest rate swaps	**17,413**	**41**	**141**	14,729	529	501
FX contracts	**5,998**	**56**	**113**	1,539	3	27
Currency swaps	**403**	**30**	**-**	530	38	-
Sub-total	**23,814**	**127**	**254**	16,798	570	528
Cash flow hedges						
Forward rate agreements	**102**	**#**	**2**	42	3	-
Interest rate swaps	**46,592**	**50**	**34**	31,158	110	1,360
FX contracts	**18,851**	**48**	**258**	13,972	171	44
Currency swaps	**16,992**	**551**	**304**	19,012	1,116	537
Sub-total	**82,537**	**649**	**598**	64,184	1,400	1,941
Net investment hedges						
FX contracts	**2,837**	**1**	**34**	8,396	128	9
Sub-total	**2,837**	**1**	**34**	8,396	128	9
Total derivatives held for hedging	**109,188**	**777**	**886**	89,378	2,098	2,478

Amount under $500,000

36. Interest Rate Benchmark Reform

In 2023, the Group has transitioned most of its Interbank Offered Rates (IBOR) contracts that are subject to cessation.

The remaining contracts that require transition relate mainly to Fallback Rate (SOR) and SIBOR (Singapore Interbank Offered Rate). For these rates, the industry has agreed with MAS on the transition approach to SORA (Singapore Overnight Rate Average), including timing and Adjustment Spread. The Group is also engaging its customers to transition out of the contracts referencing Synthetic USD LIBOR (London Interbank Offered Rate).

37. Hedge Accounting

The Group enters into hedging transactions to manage exposures to interest rate and foreign currency risks. Hedge accounting is applied to minimise volatility in earnings arising from changes in interest rate and foreign exchange rates.

Please refer to Note 43 for more information on market risk and the Group's risk management practices and Note 2.19 for the Group's accounting policy for hedge accounting.

37.1 Fair value hedge

In accordance with the risk management strategy in place, the Group enters into interest rate swaps to mitigate the risk of changes in interest rates on the fair value of the following:

- issued fixed rate debt;
- fixed rate bonds;
- fixed rate loans;
- account receivable purchase;
- bond repos; and
- deposits and borrowings.

In such instances, the Group hedges the benchmark interest rate risk component which is an observable and reliably measurable component of interest rate risk. Specifically, the Group has designated fair value hedge relationships, on a hedge-by-hedge basis, to hedge against movements in the benchmark interest rate. This effectively results in the recognition of interest expense (for fixed rate liabilities), or interest income (for fixed rate assets) at floating rates. The Group also uses cross currency swaps when there is a need to hedge both interest rate and foreign exchange risks.

For risks not covered by hedge accounting, the Group manages these in accordance with its risk management strategy.

The Group assesses prospective hedge effectiveness by comparing the changes in fair value of the hedged item resulting from movements in the benchmark interest rate with the changes in fair value of the interest rate swaps used to hedge the exposure. The Group determines the hedge ratio by comparing the notional of the derivative with the principal of the debt issued or the bond asset purchased, or the loan granted.

The Group has identified the following possible sources of ineffectiveness:

- the use of derivatives as a protection against interest rate risk creates an exposure to the derivative counterparty's credit risk which is not offset by the hedged item. This risk is minimised by entering into derivatives with high credit quality counterparties;
- the use of different discounting curves when measuring the fair value of the hedged items and hedging instruments. For derivatives, the discounting curve used depends on collateralisation and the type of collateral used;
- difference in tenor of hedged items and hedging instruments;
- difference in the timing of settlement of hedging instruments and hedged items;
- fixing risk or difference in fixing rate of hedging instruments and implied forward rate on hedged items; and
- difference in hedged rate between hedged item and hedging instrument

The Group also uses foreign currency denominated borrowings/ deposits to fund its investments in non-SGD denominated FVOCI equity instruments. To reduce the accounting mismatch on the borrowings/ deposits and FVOCI equity instruments because of foreign exchange rate movements, the Group designates the borrowings/ deposits as the hedging instruments in fair value hedges of the FVOCI equity instruments. The hedge ratio is determined by comparing the principal of the borrowings/ deposits with the investment costs of the FVOCI equity instruments. A potential source of ineffectiveness is a decrease in the fair value of the equity instruments below their investment costs.

The following table sets out the maturity profile of the hedging instruments used in fair value hedges. The amounts shown in the table reflect the notional amounts of derivatives and the carrying amounts of borrowings and deposits. Please refer to Note 35 for the carrying values of the derivatives.

		The Group			
In $ millions	**Type of risk hedged**	**Less than 1 year**	**1 to 5 years**	**More than 5 years**	**Total**
2023					
Derivatives (notional)					
Interest rate swaps	Interest rate	**5,653**	**10,463**	**2,600**	**18,716**
Currency swaps	Interest rate & Foreign exchange	**-**	**403**	**-**	**403**
Total derivatives		**5,653**	**10,866**	**2,600**	**19,119**
Non-derivative instruments (e.g. borrowings, deposits)	Foreign exchange	**1,479**	**-**	**-**	**1,479**
Total non-derivative instruments		**1,479**	**-**	**-**	**1,479**
2022					
Derivatives (notional)					
Interest rate swaps	Interest rate	1,663	11,202	3,058	15,923
Currency swaps	Interest rate & Foreign exchange	104	426	-	530
Total derivatives		1,767	11,628	3,058	16,453
Non-derivative instruments (e.g. borrowings, deposits)	Foreign exchange	1,463	-	-	1,463
Total non-derivative instruments		1,463	-	-	1,463

		Bank			
In $ millions	**Type of risk hedged**	**Less than 1 year**	**1 to 5 years**	**More than 5 years**	**Total**
2023					
Derivatives (notional)					
Interest rate swaps	Interest rate	**5,625**	**9,260**	**2,528**	**17,413**
FX contracts	Foreign exchange	**5,998**	**-**	**-**	**5,998**
Currency swaps	Interest rate & Foreign exchange	**-**	**403**	**-**	**403**
Total derivatives		**11,623**	**9,663**	**2,528**	**23,814**
Non-derivative instruments (e.g. borrowings, deposits)	Foreign exchange	**1,479**	**-**	**-**	**1,479**
Total non-derivative instruments		**1,479**	**-**	**-**	**1,479**
2022					
Derivatives (notional)					
Interest rate swaps	Interest rate	1,595	10,170	2,964	14,729
FX contracts	Foreign exchange	1,350	189	-	1,539
Currency swaps	Interest rate & Foreign exchange	104	426	-	530
Total derivatives		3,049	10,785	2,964	16,798
Non-derivative instruments (e.g. borrowings, deposits)	Foreign exchange	1,463	-	-	1,463
Total non-derivative instruments		1,463	-	-	1,463

The table below provides information on hedged items relating to fair value hedges.

	The Group		Bank	
In $ millions	**Carrying amounts (including hedge adjustments)**	**Fair value hedge adjustments included in carrying amounts**	**Carrying amounts (including hedge adjustments)**	**Fair value hedge adjustments included in carrying amounts**
2023				
Assets				
Loans and advances to customers	**852**	**(5)**	**822**	**(5)**
Due from banks	**687**	**#**	**687**	**#**
Government securities and treasury bills[(a)]	**1,379**	**(13)**	**88**	**-**
Bank and corporate securities[(a)]	**5,960**	**(9)**	**5,960**	**(9)**
Associates	**-**	**-**	**1,054**	**(28)**
Subsidiaries	**-**	**-**	**4,944**	**(126)**
Liabilities				
Due to banks	**727**	**3**	**727**	**3**
Deposits and balances from customers	**55**	**#**	**55**	**#**
Other debt securities	**8,489**	**(261)**	**8,489**	**(261)**
Due to holding company	**1,887**	**(24)**	**1,887**	**(24)**
2022				
Assets				
Loans and advances to customers	786	(21)	786	(21)
Government securities and treasury bills[(a)]	1,204	(17)	30	-
Bank and corporate securities[(a)]	6,500	(13)	6,500	(13)
Subsidiaries	-	-	1,539	(73)
Liabilities				
Other debt securities	7,172	(431)	7,172	(431)
Due to holding company	1,148	(65)	1,148	(65)

Amount under $500,000

(a) The carrying amounts of debt and equity instruments at fair value through other comprehensive income do not include fair value hedge adjustments as the hedged assets are measured at fair value. The accounting for the hedge relationship results in a transfer from other comprehensive income to the income statement for debt instruments

At the Group, for the year ended 31 December 2023, the net gains on hedging instruments used to calculate hedge effectiveness was $121 million (2022: net gains of $143 million). The net losses on hedged items attributable to the hedged risk amounted to $127 million (2022: net losses of $140 million).

At the Bank, for the year ended 31 December 2023, the net gains on hedging instruments used to calculate hedge effectiveness was $197 million (2022: net gains of $268 million). The net losses on hedged items attributable to the hedged risk amounted to $202 million (2022: net losses of $265 million).

37.2 Cash flow hedge

The Group is predominantly exposed to variability in future cash flows due to interest rate movements and foreign currency fluctuations from the following:

- assets subject to repricing, reinvestment or refinancing risk;
- forecasted interest earnings denominated in foreign currency;
- issued floating or fixed rate foreign currency debt; and
- floating or fixed rate foreign currency bonds.

In accordance with the Group risk management strategy, the Group enters into interest rate swaps, foreign currency forwards and swaps as well as cross currency swaps to protect against the variability of cash flows due to changes in interest rates and/ or foreign currency exchange rates.

In such instances, cash flow hedge relationships are designated. These are applied on a hedge-by-hedge basis or portfolio basis, for example:

- For cash flows from assets subject to repricing or reinvestment risk, a portfolio cash flow hedge relationship is designated using interest rate swaps. A dynamic process is applied for this hedge as the portfolio composition can change e.g. due to maturities and new originations. The portfolio cash flow hedge relationship effectively extends the duration of the assets, such that the interest cash flows are transformed from a floating rate basis to a fixed rate basis.

- Foreign currency forwards and swaps are used to hedge against variability in future cash flows arising from USD-denominated interest income, and to hedge against foreign exchange movements arising from a portfolio of foreign currency denominated assets and liabilities.
- Cross currency swaps are used to mitigate the risk of fluctuation of coupon and principal cash flows due to changes in foreign currency exchange rates of issued foreign currency debt and foreign currency bonds.

- Bond forwards are used to reduce exposures to foreign currency bonds.

For risks not covered by hedge accounting, the Group manages these in accordance with its risk management strategy.

The Group assesses hedge effectiveness by comparing the changes in fair value of a hypothetical derivative reflecting the terms of the hedged item due to movements in the hedged risk with the changes in fair value of the derivatives used to hedge the exposure.

The Group determines the hedge ratio by comparing the notional of the derivatives with the assets subject to repricing/ reinvestment/ refinancing risk or amount of forecast earnings denominated in foreign currency or the principal of the debt securities issued or purchased foreign currency bonds.

The Group has identified the following possible sources of ineffectiveness in its cash flow hedge relationships:

- the use of derivatives as a protection against currency and interest rate risk creates an exposure to the derivative counterparty's credit risk which is not offset by the hedged item. This risk is minimised by entering into derivatives with high credit quality counterparties;
- difference in tenor of hedged items and hedging instruments;
- difference in timing of settlement of the hedging instrument and hedged item; and
- designation of off-market hedging instruments.

The following table sets out the maturity profile of the hedging instruments used in cash flow hedges. The amounts shown in the table reflect the notional amounts of derivatives. Please refer to Note 35 for the carrying values of the derivatives.

		The Group			
In $ millions	**Type of risk hedged**	**Less than 1 year**	**1 to 5 years**	**More than 5 years**	**Total**
2023					
Derivatives (notional)					
Forward rate agreements	Interest rate	**20**	**-**	**82**	**102**
Interest rate swaps	Interest rate	**9,108**	**42,645**	**-**	**51,753**
FX contracts	Foreign exchange	**25,752**	**186**	**-**	**25,938**
Currency swaps	Interest rate & Foreign exchange	**4,605**	**9,262**	**4,879**	**18,746**
Total		**39,485**	**52,093**	**4,961**	**96,539**
2022					
Derivatives (notional)					
Forward rate agreements	Interest rate	-	-	42	42
Interest rate swaps	Interest rate	2,135	34,292	-	36,427
FX contracts	Foreign exchange	17,343	125	-	17,468
Currency swaps	Interest rate & Foreign exchange	8,842	6,728	5,245	20,815
Total		28,320	41,145	5,287	74,752

		Bank			
In $ millions	**Type of risk hedged**	**Less than 1 year**	**1 to 5 years**	**More than 5 years**	**Total**
2023					
Derivatives (notional)					
Forward rate agreements	Interest rate	**20**	**-**	**82**	**102**
Interest rate swaps	Interest rate	**9,057**	**37,535**	**-**	**46,592**
FX contracts	Foreign exchange	**18,851**	**-**	**-**	**18,851**
Currency swaps	Interest rate & Foreign exchange	**4,422**	**8,225**	**4,345**	**16,992**
Total		**32,350**	**45,760**	**4,427**	**82,537**
2022					
Derivatives (notional)					
Forward rate agreements	Interest rate	-	-	42	42
Interest rate swaps	Interest rate	2,135	29,023	-	31,158
FX contracts	Foreign exchange	13,972	-	-	13,972
Currency swaps	Interest rate & Foreign exchange	8,828	5,473	4,711	19,012
Total		24,935	34,496	4,753	64,184

The hedge ineffectiveness arising from these hedges was insignificant.

Please refer to Note 32 for information on the cash flow hedge reserves.

37.3 Net investment hedges

The Group manages currency risk of its net investment in foreign operations (or structural foreign exchange risk) using foreign currency borrowings, foreign currency forwards and swaps, as well as cross currency swaps.

Structural foreign exchange exposures are managed with the primary aim of ensuring that consolidated capital ratios are largely protected from the effect of fluctuations in foreign exchange rates against SGD.

Under the Group's hedging strategy, the carrying amount of these investments could be fully hedged, partially hedged or not hedged at all. The Group regularly reviews its hedging strategy, taking into account the long-term outlook of currency fundamentals and the impact of fluctuations in foreign exchange rates on capital adequacy ratios.

The tables below analyse the structural currency exposures by functional currency.

The Group

In $ millions	Net investments in foreign operations[(a)]	Financial instruments which hedge the net investments	Structural currency exposures before natural offset from AT1 equity instruments	AT1 equity instruments[(c)]	Remaining unhedged structural currency exposures
2023					
Hong Kong dollar	**9,397**	**3,504**	**5,893**	**-**	**5,893**
US dollar[(b)]	**10,117**	**-**	**10,117**	**1,318**	**8,799**
Chinese yuan	**4,329**	**3,950**	**379**	**-**	**379**
Taiwan dollar	**3,880**	**3,677**	**203**	**-**	**203**
Others	**6,350**	**1,486**	**4,864**	**-**	**4,864**
Total	**34,073**	**12,617**	**21,456**	**1,318**	**20,138**
2022					
Hong Kong dollar	10,021	4,210	5,811	-	5,811
US dollar[(b)]	9,331	5,706	3,625	1,343	2,282
Chinese yuan	4,277	269	4,008	-	4,008
Taiwan dollar	1,604	1,492	112	-	112
Others	5,618	-	5,618	-	5,618
Total	30,851	11,677	19,174	1,343	17,831

(a) Refers to net tangible assets of entities (e.g. subsidiaries, associates, joint ventures and overseas branches) or units with non-SGD functional currency
(b) Includes the Treasury Markets trading business in Singapore ("TM Singapore"). With effect from 1 January 2021, the functional currency of TM Singapore changed from SGD to US dollars (USD) to better reflect the increasing dominance of the USD in the business activities of TM Singapore
(c) Represents foreign currency denominated AT1 equity instruments. These are accounted for at historical cost and do not qualify for hedge accounting

Bank

In $ millions	Net investments in foreign operations[(d)]	Financial instruments which hedge the net investments	Structural currency exposures before natural offset from AT1 equity instruments	AT1 equity instruments[(f)]	Remaining unhedged structural currency exposures
2023					
Hong Kong dollar	**1,613**	**1,072**	**541**	**-**	**541**
US dollar[(e)]	**9,868**	**-**	**9,868**	**1,318**	**8,550**
Taiwan dollar	**331**	**279**	**52**	**-**	**52**
Others	**3,035**	**1,486**	**1,549**	**-**	**1,549**
Total	**14,847**	**2,837**	**12,010**	**1,318**	**10,692**
2022					
Hong Kong dollar	2,632	2,472	160	-	160
US dollar[(e)]	9,165	5,706	3,459	1,343	2,116
Taiwan dollar	323	218	105	-	105
Others	2,840	-	2,840	-	2,840
Total	14,960	8,396	6,564	1,343	5,221

(d) Refers to net tangible assets of overseas branches or units with non-SGD functional currency
(e) Includes the Treasury Markets trading business in Singapore ("TM Singapore"). With effect from 1 January 2021, the functional currency of TM Singapore changed from SGD to US dollars (USD) to better reflect the increasing dominance of the USD in the business activities of TM Singapore
(f) Represents foreign currency denominated AT1 equity instruments. These are accounted for at historical cost and do not qualify for hedge accounting

Please refer to Note 32 for information on the foreign currency translation reserves. Foreign currency translation reserves include the effect of translation differences on net investments in foreign entities (e.g. subsidiaries, associates, joint ventures and branches) or units with non-SGD functional currency, and the related foreign currency financial instruments designated for hedge accounting.

38. Share-based Compensation Plans

As part of the Group's remuneration policy, the Group provides various share-based compensation plans to foster a culture that aligns employees' interests with shareholders', enable employees to share in the Group's performance and enhance talent retention.

Main Scheme/ Plan	Note
DBSH Share Plan (Share Plan)	
• The Share Plan is granted to Group executives as determined by the Compensation and Management Development Committee ("Committee") which has been appointed to administer the Share Plan from time to time.	38.1
• Participants are awarded shares of DBSH or, at the Committee's discretion, their equivalent cash value or a combination.	
• The share awards consist of a main award and a retention award for employees on bonus/ sales incentive plans. Dividends on unvested shares do not accrue to employees.	
• The Directors reviewed and approved the proposed changes to the vesting schedule and retention awards on 5 December 2022. These would apply to shares granted from 2023, and there are no changes to the vesting schedule and retention awards for shares that had been granted in earlier periods:	
Vesting schedule	
• For employees on bonus plan (including key employees who are also awarded shares as part of talent retention):	
o The main award granted prior to February 2023 will vest 2 to 4 years after grant i.e. 33% will vest 2 years after grant; another 33% will vest on the third year and the remaining 34% plus the retention award will vest 4 years after grant.	
o The main award granted from February 2023 will vest 1 to 4 years after grant i.e. 25% will vest each year. The retention award will vest 4 years after grant.	
• Special Awards are granted as part of talent retention for selected individuals.	
o Special Awards granted prior to February 2023 will vest 2 to 4 years after grant i.e. 33% will vest 2 years after grant; another 33% will vest on the third year and the remaining 34% will vest 4 years after grant.	
o Special Awards granted from February 2023 will vest 1 to 3 years after grant; i.e. 33% will vest 1 year after grant, another 33% will vest on the second year and the remaining 34% will vest 3 years after grant.	
Retention award	
• For share awards granted from 2023, the retention award for employees on bonus plan was reduced from 20% to 15% following the change in the vesting schedule.	
• There is no retention award for Special Awards.	
• For employees on sales incentive plan, the main award will vest 1 to 3 years after grant; i.e. 33% will vest 1 year after grant, another 33% will vest on the second year and the remaining 34% plus the retention award will vest 3 years after grant. The retention award remains unchanged at 15%.	
• All the DBSH Share Plan awards will lapse immediately upon termination of employment, except in the event of ill health, injury, disability, redundancy, retirement or death.	
• The market price of shares on the grant date is used to estimate the fair value of the shares awarded. The fair value of the shares granted includes an adjustment to exclude the present value of future expected dividends to be paid during the vesting period.	
• Vested and unvested shares are subject to clawback/ malus. Conditions that trigger such clawback/ malus are in the Remuneration Report section of DBSH's Annual Report.	
• Shares are awarded to non-executive Directors as part of director's remuneration. Details of these awards are disclosed in the Corporate Governance section of DBSH's Annual Report.	
DBSH Employee Share Plan (ESP)	
• The Committee has ceased granting shares under the ESP effective from financial year 2018 remuneration. All outstanding ESP share grants have fully vested in 2022.	38.1
DBSH Employee Share Purchase Plan (ESPP)	
• The ESPP was implemented in 2019 in selective markets across the Group. All permanent employees who hold the rank of Vice President and below are eligible to participate in the scheme.	38.2
• The ESPP is a share ownership plan for eligible employees to own DBSH shares through monthly contributions via deductions from payroll or designated bank accounts.	
• Participants contribute up to 10% of month salary (minimum S$50, capped at S$1,000) and the Group will match 25% of the participant's contributions to buy DBSH ordinary shares for a period of 12 months during each plan year.	
• The matching shares bought from the Group's contribution will vest 24 months after the last contribution month for each plan year.	
• The matching shares will lapse immediately upon termination of employment, except in the event of ill health, injury, disability, redundancy, retirement or death.	

38.1 DBSH Share Plan and DBSH Employee Share Plan

The following table sets out the movements of the awards during the year.

	The Group			
	2023		2022	
Number of shares	**Share Plan**	**ESP**	**Share Plan**	**ESP**
Balance at 1 January	**16,138,420**	**-**	17,105,292	145,804
Granted[(a)]	**5,778,718**	**-**	5,068,826	-
Vested	**(5,584,985)**	**-**	(5,205,424)	(145,138)
Forfeited/ others	**(357,378)**	**-**	(830,274)	(666)
Balance at 31 December	**15,974,775**	**-**	16,138,420	-
Weighted average fair value of the shares granted during the year	**$29.75**	**-**	$32.35	-

(a) 2023 includes adjustments (229,765 shares) made to all unvested share awards following the shareholders' approval for the special dividend of $0.50 per ordinary share at DBSH's Annual General Meeting held on 31 March 2023 in accordance with terms of the Share Plan

	Bank			
	2023		2022	
Number of shares	**Share Plan**	**ESP**	**Share Plan**	**ESP**
Balance at 1 January	**12,470,800**	**-**	13,314,486	76,480
Granted[(b)]	**4,195,086**	**-**	3,816,502	-
Vested	**(4,313,734)**	**-**	(4,091,313)	(76,139)
Transferred	**73,914**	**-**	(26,006)	123
Forfeited/ others	**(200,660)**	**-**	(542,869)	(464)
Balance at 31 December	**12,225,406**	**-**	12,470,800	-
Weighted average fair value of the shares granted during the year	**$29.66**	**-**	$32.35	-

(b) 2023 includes adjustments (178,488 shares) made to all unvested share awards following the shareholders' approval for the special dividend of $0.50 per ordinary share at DBSH's Annual General Meeting held on 31 March 2023 in accordance with terms of the Share Plan

38.2 DBSH Employee Share Purchase Plan

The following table sets out the movements of the shares during the year.

	The Group		Bank	
Number of shares	**2023**	**2022**	**2023**	**2022**
Balance at 1 January	**1,320,131**	1,403,440	**984,505**	1,055,854
Granted	**629,333**	503,737	**459,846**	373,641
Vested[(c)]	**(523,660)**	(446,839)	**(392,649)**	(336,797)
Transferred	**-**	-	**806**	(175)
Forfeited	**(73,932)**	(140,207)	**(52,168)**	(108,018)
Balance at 31 December	**1,351,872**	1,320,131	**1,000,340**	984,505
Weighted average fair value of the shares granted during the year	**$28.05**	$29.39	**$28.06**	$29.39

(c) Excludes shares vested but temporarily withheld under the regulatory requirement as of the reporting date. Such shares will be reported as vested in the period the shares are released to the employees

39. Related Party Transactions

39.1 Transactions between the Bank and its subsidiaries, including consolidated structured entities, associates and joint ventures which are related parties of the Bank, are disclosed in Notes 39.4 to 39.6.

39.2 During the financial year, the Group had banking transactions with related parties, consisting of subsidiaries, associates and joint ventures and key management personnel of the Group. These included the taking of deposits and extension of credit card and other loan facilities. These transactions were made in the ordinary course of business and carried out at arms-length commercial terms, and were not material.

In addition, key management personnel received remuneration for services rendered during the financial year. Non-cash benefits including performance shares were also granted.

39.3 Total compensation and fees to key management personnel[(a)] are as follows:

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Short-term benefits[(b)]	**50**	54	**38**	42
Share-based payments[(c)]	**35**	30	**30**	26
Total	**85**	84	**68**	68

(a) Includes Bank Directors and members of the Management Committee who have authority and responsibility in planning the activities and direction of the Group. The composition and number of Directors and Management Committee members may differ from year to year
(b) Includes cash bonus based on amount accrued during the year, to be paid in the following year
(c) Share-based payments are expensed over the vesting period in accordance with SFRS(I) 2. The 2023 share-based payments included a $4 million impact for both the Group and Bank arising from the change in vesting schedule and retention awards for shares granted in February 2023 in respect of performance year 2022 (refer to Note 38 for more details). The share grant in respect of the performance year 2023, which will be granted in February 2024, will be recognised as an expense over its vesting period from 2024 to 2027

39.4 Income received from and expenses paid to related parties

In addition to the related party information shown elsewhere in the financial statements, the following transactions took place between the Bank and related parties during the financial year on terms agreed by the parties concerned.

	The Group		Bank	
In $ millions	**2023**	**2022**	**2023**	**2022**
Income received from:				
- Holding company	**29**	14	**29**	14
- Subsidiaries	**-**	-	**1,740**	690
- Associates and joint ventures	**68**	41	**127**	106
Total	**97**	55	**1,896**	810
Expenses paid to:				
- Holding company	**265**	229	**186**	178
- Subsidiaries	**-**	-	**1,486**	962
- Associates and joint ventures	**102**	102	**102**	102
Total	**367**	331	**1,774**	1,242

39.5 Amounts due from and to related parties

	Bank	
In $ millions	**2023**	**2022**
Amounts due from:		
- Holding company	**1,474**	1,119
- Subsidiaries (Note 21)	**29,309**	22,758
- Associates and joint ventures	**1,056**	1,059
Total	**31,839**	24,936
Amounts due to:		
- Holding company	**5,037**	7,276
- Subsidiaries	**47,621**	36,354
- Associates and joint ventures	**183**	149
Total	**52,841**	43,779

39.6 Guarantees issued to and received from related parties

Guarantees issued to and received from subsidiaries amounted to $3,180 million (2022: $2,840 million) and $585 million (2022: $572 million) respectively.

The Bank also finances customer through discounting bills issued by related parties. As at 31 December 2023, outstanding amount of such bills was $10 million (2022: $25 million).

40. Fair Value of Financial Instruments

40.1 Valuation Process

The valuation processes within the Group are governed by the Valuation Policy, which is approved by the Board Audit Committee.

The Valuation Policy applies to all financial assets and liabilities that are measured at fair value, covering both market prices as well as model inputs. Financial assets and liabilities are marked directly using reliable and independent quoted market prices where available or by using reliable and independent market parameters (as model inputs) in conjunction with a valuation model.

Valuation models go through an assurance process carried out by the Risk Management Group (RMG), independent of the model developers. This assurance process covers the review of the underlying methodology including its logic and conceptual soundness together with the model inputs and outputs. Model assurances are conducted prior to implementation and subject to regular review or when there are significant changes arising from market or portfolio changes. Where necessary, the Group also imposes model reserves and other adjustments in determining fair value. Models are approved by the Group Market and Liquidity Risk Committee (GMLRC).

A process of independent price verification (IPV) is in place to establish the accuracy of the market parameters used when the marking is performed by the Front Office. The IPV process entails independent checks to compare traders' marks to independent sources such as broker/ dealer quotes or market consensus providers.

Where market parameters are sourced independently for the marking of financial assets and liabilities, or used as inputs into a valuation model, these are checked for reliability and accuracy, for example by reviewing large daily movements or by referencing other similar sources, or transactions.

Valuation adjustments and reserves are taken to account for close-out costs, model and market parameter uncertainty, and any other factor that may affect valuations. Valuation adjustment and reserve methodologies are approved by the GMLRC and governed by the Valuation Policy.

The valuation adjustments and reserves include but are not limited to:

Model and Parameter Uncertainty Adjustments
Valuation uncertainties may occur during fair value measurement either due to uncertainties in the required input parameters or uncertainties in the modelling methods used in the valuation process. In such situations, adjustments may be necessary to take these factors into account.

For example, where market data such as prices or rates for an instrument are no longer observable after an extended period of time, these inputs used to value the financial instruments may no longer be relevant in the current market conditions. In such situations, adjustments may be necessary to address the pricing uncertainty arising from the use of stale market data inputs.

Credit Valuation Adjustments
Credit valuation adjustments are taken to reflect the impact on fair value of counterparty credit risk. Credit valuation adjustments are based upon the creditworthiness of the counterparties, magnitude of the current or potential exposure on the underlying transactions, netting and collateral arrangements, and the maturity of the underlying transactions.

Funding Valuation Adjustments
Funding valuation adjustments represent an estimate of the adjustment to fair value that a market participant would make in incorporating funding costs and benefits that arise in relation to uncollateralised derivatives positions.

Day 1 Profit or Loss (P&L) Reserve
In situations where the market for an instrument is not active and its fair value is established using a valuation model based on significant unobservable market parameters, the Day 1 P&L arising from the difference in transacted price and end-of-day model valuation is set aside as reserves. A market parameter is defined as being significant when its impact on the Day 1 P&L is greater than an internally determined threshold. The Day 1 P&L reserve is released to the income statement when the parameters become observable or when the transaction is closed out or amortised over the duration of the transaction. At year end, the unamortised Day 1 P&L was not material.

Bid-Offer Adjustments
The Group often holds, at varying points in time, both long or short positions in financial instruments which are valued using mid-market levels. Bid-offer adjustments are then made to account for close-out costs.

40.2 Fair Value Hierarchy

The fair value hierarchy accords the highest level to observable inputs such as unadjusted quoted prices in active markets for identical assets or liabilities and the lowest level to unobservable inputs. The fair value measurement of each financial instrument is categorised in accordance with the same level of the fair value hierarchy as the input with the lowest level that is significant to the entire measurement. If unobservable inputs are deemed significant, the financial instrument will be categorised as Level 3.

Financial instruments that are valued using quoted prices in active markets are classified as Level 1 within the fair value hierarchy. These would include government and sovereign securities, listed equities and corporate debt securities which are actively traded. Derivatives contracts which are traded in an active exchange market are also classified as Level 1 of the valuation hierarchy.

Where fair value is determined using quoted market prices in less active markets or quoted prices for similar assets and liabilities, such instruments are generally

classified as Level 2. In cases where quoted prices are generally not available, the Group will determine the fair value based on valuation techniques that use market parameters as inputs including but not limited to yield curves, volatilities and foreign exchange rates. The majority of valuation techniques employ only observable market data so that reliability of the fair value measurement is high. These would include corporate debt securities, repurchase, reverse repurchase agreements and most of the Group's over-the-counter (OTC) derivatives.

The Group classifies financial instruments as Level 3 when there is reliance on unobservable market parameters, whether used directly to value a financial asset or liability, or used as inputs to a valuation model, attributing to a significant contribution to the instrument value. These would include all input parameters which are derived from historical data, for example, asset correlations or certain volatilities. Level 3 instruments also include unquoted equity securities which are measured based on the net asset value of the investments. In addition, Level 3 inputs include all stale quoted security prices and other approximations (e.g. bonds valued using credit default swap spreads).

The following tables present assets and liabilities measured at fair value, classified by level within the fair value hierarchy.

	The Group							
	2023				2022			
In $ millions	**Level 1**	**Level 2**	**Level 3**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Assets								
Financial assets at FVPL								
- Government securities and treasury bills	**13,130**	**3,147**	**-**	**16,277**	9,936	3,309	1	13,246
- Bank and corporate securities	**16,947**	**4,782**	**108**[(a)]	**21,837**	16,843	4,516	170	21,529
- Other financial assets	**368**	**28,955**	**-**	**29,323**	98	24,702	-	24,800
FVOCI financial assets								
- Government securities and treasury bills	**27,340**	**2,492**	**-**	**29,832**	25,781	2,377	-	28,158
- Bank and corporate securities	**17,694**	**5,248**	**632**	**23,574**	18,202	3,538	607	22,347
- Other financial assets	**-**	**5,052**	**-**	**5,052**	-	5,623	-	5,623
Derivatives	**35**	**22,629**	**122**	**22,786**	70	44,842	151	45,063
Liabilities								
Financial liabilities at FVPL								
- Other debt securities	**-**	**15,880**	**-**	**15,880**	-	8,143	-	8,143
- Other financial liabilities	**3,040**	**25,710**	**-**	**28,750**	2,300	17,681	1	19,982
Derivatives	**57**	**23,416**	**1**	**23,474**	19	45,271	1	45,291

(a) Decrease in Level 3 balance was mainly due to updated pricing of less liquid bonds

	Bank							
	2023				2022			
In $ millions	**Level 1**	**Level 2**	**Level 3**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Total**
Assets								
Financial assets at FVPL								
- Government securities and treasury bills	**10,335**	**1,495**	**-**	**11,830**	8,006	3,122	1	11,129
- Bank and corporate securities	**16,633**	**2,485**	**105**[(a)]	**19,223**	16,408	2,072	170	18,650
- Other financial assets	**368**	**28,039**	**-**	**28,407**	98	23,455	-	23,553
FVOCI financial assets								
- Government securities and treasury bills	**16,520**	**1,014**	**-**	**17,534**	15,694	546	-	16,240
- Bank and corporate securities	**16,236**	**1,535**	**551**	**18,322**	16,206	1,426	515	18,147
- Other financial assets	**-**	**2,836**	**-**	**2,836**	-	2,578	-	2,578
Due from subsidiaries	**-**	**574**	**-**	**574**	-	405	-	405
Derivatives	**35**	**21,289**	**122**	**21,446**	66	43,301	150	43,517
Liabilities								
Financial liabilities at FVPL								
- Other debt securities	**-**	**15,880**	**-**	**15,880**	-	8,142	-	8,142
- Other financial liabilities	**2,706**	**21,066**	**-**	**23,772**	1,862	12,292	1	14,155
Due to subsidiaries	**-**	**-**	**-**	**-**	-	1	-	1
Derivatives	**56**	**21,671**	**1**	**21,728**	19	43,267	-	43,286

(a) Decrease in Level 3 balance was mainly due to updated pricing of less liquid bonds

The bank and corporate securities classified as Level 3 at 31 December 2023 comprised mainly securities which were marked using approximations, less liquid bonds and unquoted equity securities valued based on net asset value of the investments.

40.3 Own credit adjustments on financial liabilities designated at fair value through profit or loss

Changes in the fair value of financial liabilities designated at fair value through profit or loss related to the Group's own credit risk are recognised in other comprehensive income. As the Group does not hedge changes in own credit risk arising from financial liabilities, presenting the own credit movements within other comprehensive income does not create or increase an accounting mismatch in the income statement.

The change in fair value attributable to changes in own credit risk has been determined as the amount of change in fair value that is attributable to changes in funding spreads above benchmark interest rates. Fair value changes arising from factors other than the Group's own credit risk are insignificant.

The cumulative amounts attributable to changes in own credit risk for these financial liabilities as at 31 December 2023 was a loss of $42 million for the Group and the Bank (2022: gain of $66 million).

Realised losses attributable to changes in own credit risk as at 31 December 2023 was $22 million (2022: loss of $22 million).

40.4 Financial assets & liabilities not carried at fair value

For financial assets and liabilities not carried at fair value in the financial statements, the Group has ascertained that their fair values were not materially different from their carrying amounts at year-end.

For cash and balances with central banks, due from banks, loans and advances to customers, as well as due to banks and deposits and balances from customers, the basis of arriving at fair values is by discounting cash flows using the relevant market interest rates for the respective currencies.

For investment debt securities and other debts issued, fair values are determined based on independent market quotes, where available. Where market prices are not available, fair values are estimated using discounted cash flow method.

The fair value of variable interest-bearing as well as short-term financial instruments accounted for at amortised cost is assumed to be approximated by their carrying amounts.

41. Risk Governance

The Group Board oversees the Group's affairs and provides sound leadership for the CEO and management. Authorised by the Group Board, various Board committees oversee specific responsibilities based on clearly defined terms of reference.

Under the Group's risk management approach, the Group Board, through the Board Risk Management Committee (BRMC), sets the Group's Risk Appetite, oversees the establishment of enterprise-wide risk management policies and processes, and establishes risk appetite limits to guide risk-taking within the Group.

The BRMC also oversees the identification, monitoring, management and reporting of credit, market, liquidity, operational, technology and reputational risks. In addition, the BRMC Technology Risk Committee (BTRC), a sub-committee to the BRMC has been set up to assist the BRMC in overseeing the management of technology risk across the Group. This includes providing guidance on the implementation of the plans to uplift the Bank's technology resilience and the business continuity management.

To facilitate the BRMC's risk oversight, the following risk management committees have been established:

1. Risk Executive Committee (Risk EXCO);
2. Group Credit Risk Committee (GCRC);
3. Group Credit Risk Models Committee (GCRMC);
4. Group Market and Liquidity Risk Committee (GMLRC);
5. Group Operational Risk Committee (GORC);
6. Group Technology Risk Committee (GTRC);
7. Group Scenario and Stress Testing Committee (GSSTC); and
8. Product Approval Committee (PAC).

As the overall executive body regarding risk matters, the Risk EXCO oversees the risk management of the Group.

Each of the committees reports to the Risk EXCO, and serves as an executive forum to discuss and implement the Group's risk management.

Key responsibilities:

- Assess and approve risk-taking activities;
- Oversee the Group's risk management infrastructure, which includes frameworks, decision criteria, authorities, people, policies, standards, processes, information and systems;
- Approve risk policies such as model governance standards, stress testing scenarios, and the evaluation and endorsement of risk models;
- Assess and monitor specific credit concentration; and
- Recommend stress-testing scenarios (including macroeconomic variable projections) and review the results

The members in these committees comprise representatives from the Risk Management Group (RMG) as well as key business and support units.

The PAC provides group-wide oversight and direction for the approval of new product/service and outsourcing initiatives. It evaluates new product/service and outsourcing initiatives to ensure that they are in line with the Group's strategy and risk appetite.

Most of the above committees are supported by local risk committees in all major locations, where appropriate. These local risk committees oversee the local risk positions for all businesses and support units, ensuring that they keep within limits set by the Group risk committees. They also approve location-specific risk policies.

The Chief Risk Officer (CRO), who is a member of the Group Executive Committee and reports to the Chairman of the BRMC and the CEO, oversees the risk management function. The CRO is independent of business lines and is actively involved in key decision-making processes. He often engages with regulators to discuss risk matters, enabling a more holistic risk management perspective.

Working closely with the risk and business committees, the CRO is responsible for the following:

- Management of the Group's risks, including systems and processes to identify, approve, measure, monitor, control and report risks;
- Engagement with senior management about material matters regarding all risk types;
- Development of risk controls and mitigation processes; and
- Ensuring the Group's risk management is effective and the Risk Appetite established by the Group Board is adhered to

42. Credit Risk

The most significant measurable risk the Group faces – credit risk – arises from the Group's daily activities in its various businesses. These activities include lending to retail, corporate and institutional customers. It includes the risk of lending, as well as the pre-settlement and settlement risk of foreign exchange, derivatives and securities.

Credit Risk Management
The Group's approach to credit risk management comprises the following building blocks:

- **Policies**
  The dimensions of credit risk and the scope of its application are defined in the Group Credit Risk Management Policy. Senior management sets the overall direction and policy for managing credit risk at the enterprise level.

  The Group Core Credit Risk Policies (CCRPs) established for Consumer Banking/ Wealth Management and Institutional Banking set forth the principles by which the Group conducts its credit risk management and control activities. These policies, supplemented by a number of operational standards and guides, ensure consistency in identifying, assessing, underwriting, measuring, reporting and controlling credit risk across the Group, and provide guidance in the formulation of business-specific and/ or location-specific credit risk policies and standards.

  The operational standards and guides are established to provide greater details on the implementation of the credit principles within the Group CCRPs and are adapted to reflect different credit environments and portfolio risk profiles. The CCRPs are approved by the Group Chief Credit Officer (GCCO).

- **Risk Methodologies**
  Credit risk is managed by thoroughly understanding the Group's wholesale customers – the businesses they are in, as well as the economies in which they operate. It is also managed through statistical models and data analytics for retail customers.

  The assignment of credit risk ratings and setting of lending limits are integral parts of the Group's credit risk management process, and it uses an array of rating models for the Group's wholesale and retail portfolios. Most of these models are built internally using the Group's loss data, and the limits are driven by the Group's Risk Appetite Statement and the Target Market and Risk Acceptance Criteria (TM-RAC).

  Wholesale borrowers are assessed individually, and further reviewed and evaluated by experienced credit risk managers who consider relevant credit risk factors in the final determination of the borrower's risk. For some portfolios within the small and medium-sized enterprises (SME) segment, the Group also uses a programme-based approach to achieve a balanced management of risks and rewards. Retail exposures are assessed using credit score models, credit bureau records, as well as internally and externally available customer behaviour records supplemented by the Group's Risk Acceptance Criteria (RAC). Credit applications are proposed by the business units, and applications outside the RAC are independently assessed by the credit risk managers.

  Pre-settlement credit risk for traded products arising from a counterparty potentially defaulting on its obligations is quantified by evaluation of the mark-to-market value, plus potential future exposure. This is included within the Group's overall credit limits to counterparties for internal risk management.

  The Group actively monitors and manages its exposure to counterparties for OTC derivative trades to protect its balance sheet in the event of a counterparty default. Counterparty risk exposures that may be adversely affected by market risk events are identified, reviewed and acted upon by management, and highlighted to the appropriate risk committees. Specific wrong-way risk arises when the credit exposure of a counterparty (from the traded product transaction) directly correlates with the probability of default of the counterparty. The Group has processes in place to guide the handling of specific wrong-way risk transactions, and its risk measurement metric takes into account the higher risks associated with such transactions.

  Issuer default risk that may also arise from derivatives, notes and securities is generally measured based on jump-to-default computations.

  Concentration Risk Management
  For credit risk concentration, the Group uses Economic Capital (EC) as its measurement tool as it combines the individual risk factors such as the probability of default (PD), loss given default (LGD) and exposure at default (EAD), in addition to industry correlation and portfolio concentration. EC thresholds are set to ensure that the allocated EC stays within the Group's Risk Appetite. Concentration risk for retail is managed at two levels – product level where exposure limits are set up and segment level to manage the growth of high-risk segments. Governance processes are in place to ensure that these thresholds are monitored regularly, and appropriate actions are taken when the thresholds are breached.

  The Group continually examines and reviews how it can enhance the scope of its thresholds and approaches to manage concentration risk.

  Environmental, Social and Governance Risks
  The Group considers ESG risk management as critical to ensure a sustainable lending and investment portfolio. Following the establishment of the Board Sustainability Committee and incorporation of environmental risk considerations into the Group's Risk Appetite Statement in 2022, the Group further enhanced its Group Responsible Financing Standard which provides its overarching approach to responsible financing and enhanced assessment required when financing transactions

with elevated ESG risks. The requirements of this document represent the minimum standards for the Group and it has also sought alignment, where possible, with international standards and best practices. Where significant ESG issues are identified, escalation is required to IBG Sustainability and Risk Management ESG teams for further guidance prior to approval by the Credit Approving Authority.

Country risk

Country risk refers to the risk of loss due to events in a specific country (or a group of countries). This includes political, exchange rate, economic, sovereign and transfer risks.

The Group manages country risk through the requirements of the Group CCRP and the said risk is part of the Group's concentration risk management. The way the Group manages transfer risk at the Group is set out in its Country Risk Management Standard. This includes an internal transfer risk and sovereign risk rating system, where assessments are made independently of business decisions. The Group's transfer risk limits are set in accordance with the Group Risk Appetite Policy.

Transfer risk limits for individually reviewed countries are set based on country-specific strategic business considerations as well as the acceptable potential loss according to the Group's Risk Appetite. Management actively evaluates and determines the appropriate level of transfer risk exposures for these countries taking into account the risks and rewards and whether they are in line with the Group's strategic intent. Limits for all other countries are set using a model-based approach.

Risk Appetite for each country is approved by the BRMC, while transfer risk limits are approved by Group Board EXCO and senior management.

Credit stress testing

The Group engages in various types of credit stress testing, and these are driven either by regulators or internal requirements and management.

The Group's credit stress tests are performed at the total portfolio or sub-portfolio level, and are generally conducted to assess the impact of changing economic conditions on asset quality, earnings performance, capital adequacy and liquidity. The Group's stress testing programme is comprehensive and covers a range of risks and business areas.

The Group typically performs the following types of credit stress testing at a minimum and others as necessary:

Pillar 1 cyclicality stress testing	The Group conducts Pillar 1 cyclicality stress testing regularly as required by regulators. Under Pillar 1 cyclicality stress testing, the Group assesses the impact of a mild stress scenario (at least two consecutive quarters of zero growth) on Internal Ratings-Based (IRB) estimates (i.e. PD, LGD and EAD) and the impact on regulatory capital. The purpose of the Pillar 1 cyclicality stress test is to assess the robustness of internal credit risk models and the cushion above minimum regulatory capital.
Pillar 2 credit stress testing	The Group conducts Pillar 2 credit stress testing once a year as part of the Internal Capital Adequacy Assessment Process (ICAAP). Under Pillar 2 credit stress testing, the Group assesses the impact of stress scenarios, with different levels of severity, on asset quality, earnings performance, as well as internal and regulatory capital. The results of the credit stress test form inputs to the capital planning process under ICAAP. The purpose of the Pillar 2 credit stress testing is to examine, in a rigorous and forward-looking manner, the possible events or changes in market conditions that could adversely impact the Group and to develop the appropriate action plan.
Industry-wide stress testing	The Group participates in the annual industry-wide stress test (IWST) conducted by the MAS to facilitate the ongoing assessment of Singapore's financial stability. Under the IWST, the Group is required to assess the impact of adverse scenarios, as defined by the regulator, on asset quality, earnings performance and capital adequacy, where applicable.
Sensitivity and scenario analyses	The Group also conducts multiple independent sensitivity analyses and credit portfolio reviews based on various scenarios. The intent of these analyses and reviews is to identify vulnerabilities for the purpose of developing and executing mitigating actions. For example, climate transition and physical risk scenario analyses are conducted as part of the regulatory-driven pilot climate stress test exercises to assess the potential vulnerabilities of its portfolios to short and long-term climate transition and physical risks.

- **Processes, Systems and Reports**
  The Group constantly invests in systems to support risk monitoring and reporting for its Institutional Banking and Consumer Banking/ Wealth Management businesses.

  The end-to-end credit process is continually being reviewed and improved through various front-to-back initiatives involving business, operations, risk management and other key stakeholders. Day-to-day monitoring of credit exposures, portfolio performance and external environmental factors potentially affecting credit risk profiles is key to its philosophy of effective credit risk management.

  In addition, credit trends, which may include industry analysis, early warning alerts and significant weak credits, are submitted to the various risk committees, allowing key strategies and action plans to be formulated and evaluated. Credit control functions also ensure that any credit risk taken complies with the credit risk policies and standards. These functions ensure that approved limits are activated, credit excesses and policy exceptions are appropriately endorsed, compliance with credit standards is carried out, and covenants established are monitored.

  Independent risk management functions that report to the CRO are jointly responsible for developing and maintaining a robust credit stress testing programme. These units oversee the implementation of credit stress tests as well as the analysis of the results, of which management, various risk committees and regulators are informed.

Non-performing assets
The Group's credit facilities are classified as "Performing assets" or "Non-performing assets" (NPA), in accordance with the MAS Notice to Banks No. 612 "Credit Files, Grading and Provisioning" (MAS Notice 612).

Credit exposures are categorised into one of the following five categories, according to the Group's assessment of a borrower's ability to repay a credit facility from its normal sources of income and/ or the repayment behaviour of the borrower.

Classification Grade	Description
Performing Assets	
Pass	Indicates that the timely repayment of the outstanding credit facilities is not in doubt.
Special mention	Indicates that the borrower exhibits potential weaknesses that, if not corrected in a timely manner, may adversely affect future repayments and warrant close attention by the Group.
Classified or NPA	
Substandard	Indicates that the borrower exhibits definable weaknesses in its business, cash flow or financial position that may jeopardise repayment on existing terms.
Doubtful	Indicates that the borrower exhibits severe weaknesses such that the prospect of full recovery of the outstanding credit facilities is questionable and the prospect of a loss is high, but the exact amount remains undeterminable as yet.
Loss	Indicates that the outstanding credit facility is not collectable, and little or nothing can be done to recover the outstanding amount from any collateral or from the assets of the borrower generally.

A default is considered to have occurred with regard to a particular borrower when either or both of the following events have taken place:

- Subjective default: Borrower is considered to be unlikely to pay its credit obligations in full, without the Group taking action such as realising security (if held)
- Technical default: Borrower is more than 90 days past due on any credit obligation to the Group

For retail borrowers, the categorisation into the respective MAS loan grades is at the facility level and consistent with MAS Notice 612.

Credit facilities are classified as restructured assets when the Group grants non-commercial concessions to a borrower because its financial position has deteriorated or is unable to meet the original repayment schedule. A restructured credit facility is classified into the appropriate non-performing grade based on the assessment of the borrower's financial condition and its ability to repay according to the restructured terms.

Such credit facilities are not returned to the performing status until there are reasonable grounds to conclude that the borrower will be able to service all future principal and interest payments on the credit facility in accordance with the restructured terms and MAS Notice 612. Apart from what has been described, the Group does not grant concessions to borrowers in the normal course of business.

In addition, it is not within the Group's business model to acquire debts that have been restructured at inception (e.g. distressed debts).

Please refer to Note 2.11 for the Group's accounting policies regarding specific and general allowances for credit losses.

In general, specific allowances are recognised for defaulting credit exposures rated substandard and below.

The breakdown of the Group's NPA by loan grading and industry and the related amounts of specific allowances can be found in Note 42.2. A breakdown of past due loans can also be found in the same note.

When required, the Group will take possession of all collateral and dispose them as soon as practicable. Realised proceeds are used to reduce outstanding indebtedness.

A breakdown of collateral held for NPA is shown in Note 42.2.

Repossessed collateral is classified in the balance sheet as Other assets. The amounts of such Other assets for 2022 and 2023 were not material.

Credit Risk Mitigants

Collateral received
Where possible, the Group takes collateral as a secondary source of repayment. This includes, but is not limited to cash, marketable securities, real estate, trade receivables, inventory, equipment, and other physical and/ or financial collateral. The Group may also take fixed and floating charges on the assets of borrowers.

Policies are in place to determine the eligibility of collateral for credit risk mitigation. Collateral is generally diversified and periodic valuations of collateral are required. Real estate constitutes the bulk of the Group's collateral, with a significantly lower proportion in marketable securities and cash.

For derivatives, repurchase agreements (repo) and other repo-style transactions with financial market counterparties, collateral arrangements are typically covered under market-standard documentation, such as International Swaps & Derivatives Association (ISDA) Agreements and Master Repurchase Agreements.

The collateral exchanged mitigates marked-to-market changes at a re-margining frequency that the Group and the counterparties have mutually agreed upon. This is governed by internal guidelines with respect to collateral eligibility. In the event of a default, the credit risk exposure is reduced by master-netting arrangements where the Group is allowed to offset what is owed to a counterparty against what is due from that counterparty in a netting-eligible jurisdiction.

Please refer to Note 13 for further information on financial assets and liabilities subject to netting agreement but not offset on the balance sheet.

Collateral held against derivatives generally consists of cash in major currencies and highly rated government or quasi-government bonds. Exceptions may arise in certain countries, where due to domestic capital markets and business conditions, the Group may be required to accept less highly rated or liquid government bonds and currencies. Reverse repo-transactions are generally traded with large institutions with reasonably good credit standing. The Group takes haircuts against the underlying collateral of these transactions that commensurate with collateral quality to ensure credit risks are adequately mitigated.

In times of difficulty, the Group will review the customers' specific situation and circumstances to assist them in restructuring their financial obligations.

However, should the need arise, disposal and recovery processes are in place to dispose the collateral held. The Group maintains a panel of agents and solicitors to assist in the disposal of non-liquid assets and specialised equipment quickly.

Other credit risk mitigants
The Group accepts guarantees as credit risk mitigants. Internal requirements for considering the eligibility of guarantors for credit risk mitigation are in place.

42.1 Maximum exposure to credit risk

The following table shows the exposure to credit risk of on-balance sheet and off-balance sheet financial instruments, before taking into account any collateral held, other credit enhancements and netting arrangements. For on-balance sheet financial assets, the maximum credit exposure is the carrying amounts. For contingent liabilities, the maximum exposure to credit risk is the amount the Group would have to pay if the instrument is called upon. For undrawn facilities, the maximum exposure to credit risk is the full amount of the undrawn credit facilities granted to customers.

	The Group	
In $ millions	**2023**	**2022**
On-balance sheet		
Cash and balances with central banks (excluding cash on hand)	**47,786**	51,650
Government securities and treasury bills	**70,565**	64,995
Due from banks	**67,236**	60,062
Derivatives	**22,786**	45,063
Bank and corporate debt securities	**69,335**	62,667
Loans and advances to customers	**416,163**	414,519
Other assets (excluding deferred tax assets)	**17,204**	17,416
Due from holding company	**1,474**	1,120
	712,549	717,492
Off-balance sheet		
Contingent liabilities and commitments (excluding capital commitments)	**463,546**	403,937
Total	**1,176,095**	1,121,429

The Group's exposures to credit risk, measured using the expected gross credit exposures that will arise upon a default of the end obligor are as shown in the Group's Pillar 3 Disclosures (unaudited). These exposures, which include both on-balance sheet and off-balance sheet financial instruments, are shown without taking into account any collateral held or netting arrangements.

Analysis of Collateral

Whilst the Group's maximum exposure to credit risk is the carrying amount of the assets or, in the case of off-balance sheet instruments, the amount guaranteed, committed, accepted or endorsed, the likely exposure may be lower due to offsetting collateral, credit guarantees and other actions taken to mitigate the Group's exposure.

The description of collateral for each class of financial asset is set out below.

Balances with central banks, Government securities and treasury bills, Due from banks and Bank and corporate debt securities
Collateral is generally not sought for these assets.

Derivatives
The Group maintains collateral agreements and enters into master netting agreements with most of the counterparties for derivative transactions. Please refer to Note 35 for the impact of netting arrangements recognised for the computation of Capital Adequacy Ratio (CAR).

Loans and advances to customers, Contingent liabilities and commitments
Certain loans and advances to customers, contingent liabilities and commitments are typically collateralised to a substantial extent. In particular, residential mortgage exposures are generally fully secured by residential properties. Income-producing real estate, which is a sub-set of the Specialised Lending exposure, is fully secured by the underlying assets financed.

The extent to which credit exposures are covered by Basel-eligible collateral, besides real estate, after the application of the requisite regulatory haircuts, is shown in the Group's Pillar 3 Disclosures (unaudited). The amounts are a sub-set of the actual collateral arrangements entered by the Group as Basel imposes strict legal and operational standards before collateral can be admitted as credit risk mitigants. As a result, certain collateral arrangements which do not meet its criteria will not be included. Certain collateral types which are not permitted as credit risk mitigants for credit exposures under the Standardised Approach are also excluded.

42.2 Loans and advances to customers

In $ millions	The Group 2023	2022
Performing Loans		
- Neither past due nor impaired	**414,913**	412,989
- Past due but not impaired	**2,542**	2,536
Non-Performing Loans (impaired)	**4,697**	4,759
Total gross loans	**422,152**	420,284
Pass	**415,012**	411,573
Special Mention	**2,443**	3,952
Substandard	**2,850**	2,415
Doubtful	**886**	1,243
Loss	**961**	1,101
Total gross loans	**422,152**	420,284

Non-performing assets (NPAs)

Non-performing assets by grading and industry

	The Group							
	NPAs				Specific allowances			
In $ millions	Sub-standard	Doubtful	Loss	Total	Sub-standard	Doubtful	Loss	Total
2023								
Manufacturing	**403**	**154**	**116**	**673**	**63**	**130**	**116**	**309**
Building and construction	**525**	**168**	**78**	**771**	**100**	**156**	**78**	**334**
Housing loans	**174**	**-**	**3**	**177**	**14**	**-**	**3**	**17**
General commerce	**329**	**172**	**360**	**861**	**37**	**163**	**360**	**560**
Transportation, storage and communications	**612**	**200**	**309**	**1,121**	**208**	**171**	**309**	**688**
Financial institutions, investment and holding companies	**3**	**16**	**10**	**29**	**-**	**16**	**10**	**26**
Professional and private individuals (excluding housing loans)	**567**	**73**	**46**	**686**	**136**	**59**	**46**	**241**
Others	**237**	**103**	**39**	**379**	**33**	**100**	**39**	**172**
Total non-performing loans	**2,850**	**886**	**961**	**4,697**	**591**	**795**	**961**	**2,347**
Debt securities, contingent liabilities and others	**181**	**103**	**75**	**359**	**56**	**102**	**75**	**233**
Total	**3,031**	**989**	**1,036**	**5,056**	**647**	**897**	**1,036**	**2,580**
Of which: restructured assets	**1,460**	**387**	**77**	**1,924**	**327**	**355**	**77**	**759**
2022								
Manufacturing	268	444	113	825	63	183	113	359
Building and construction	320	111	91	522	29	67	91	187
Housing loans	160	4	4	168	7	1	4	12
General commerce	254	232	372	858	25	219	372	616
Transportation, storage and communications	808	208	425	1,441	211	177	425	813
Financial institutions, investment and holding companies	26	-	40	66	10	-	40	50
Professional and private individuals (excluding housing loans)	321	31	10	362	82	30	10	122
Others	258	213	46	517	33	61	46	140
Total non-performing loans	2,415	1,243	1,101	4,759	460	738	1,101	2,299
Debt securities, contingent liabilities and others	166	128	72	366	29	106	72	207
Total	2,581	1,371	1,173	5,125	489	844	1,173	2,506
Of which: restructured assets	765	578	129	1,472	225	303	129	657

Non-performing assets by geography[(a)]

In $ millions	The Group	
	NPAs	Specific allowances
2023		
Singapore	**2,233**	**1,232**
Hong Kong	**695**	**283**
Rest of Greater China	**841**	**294**
South and Southeast Asia	**661**	**505**
Rest of the World	**267**	**33**
Total non-performing loans	**4,697**	**2,347**
Debt securities, contingent liabilities and others	**359**	**233**
Total	**5,056**	**2,580**
2022		
Singapore	2,289	1,222
Hong Kong	794	374
Rest of Greater China	538	175
South and Southeast Asia	716	468
Rest of the World	422	60
Total non-performing loans	4,759	2,299
Debt securities, contingent liabilities and others	366	207
Total	5,125	2,506

(a) Based on the location of incorporation of the borrower

Non-performing assets by past due period

In $ millions	The Group	
	2023	2022
Not overdue	**1,827**	1,516
Within 90 days	**333**	324
Over 90 to 180 days	**562**	564
Over 180 days	**2,334**	2,721
Total past due assets	**3,229**	3,609
Total	**5,056**	5,125

Secured non-performing assets by collateral type

In $ millions	The Group	
	2023	2022
Properties	**988**	990
Shares and debentures	**24**	42
Cash deposits	**9**	18
Others	**1,171**	1,175
Total	**2,192**	2,225

42.3 Credit quality of Government securities and treasury bills and Bank and corporate debt securities

The table below presents an analysis of Government securities and treasury bills and Bank and corporate debt securities for the Group by external rating bands.

	The Group		
Analysed by external ratings **In $ millions**	**Singapore government securities and treasury bills (Gross)**	**Other government securities and treasury bills (Gross)**	**Bank and corporate debt securities (Gross)**
2023			
AAA	**15,069**	**429**	**15,351**
AA- to AA+	**-**	**35,644**	**9,252**
A- to A+	**-**	**8,979**	**12,392**
Lower than A-	**-**	**10,448**	**10,245**
Unrated	**-**	**-**	**22,208**
Total	**15,069**	**55,500**	**69,448**
2022			
AAA	16,744	16,526	16,336
AA- to AA+	-	11,051	8,482
A- to A+	-	13,374	11,946
Lower than A-	-	7,304	9,446
Unrated	-	-	16,555
Total	16,744	48,255	62,765

42.4 Credit risk by geography and industry

Analysed by geography[(a)] In $ millions	The Group Government securities and treasury bills (Gross)	Due from banks (Gross)	Derivatives	Bank and corporate debt securities (Gross)	Loans and advances to customers (Gross)	Total
2023						
Singapore	**15,069**	**2,125**	**2,163**	**13,645**	**193,044**	**226,046**
Hong Kong	**4,821**	**7,540**	**1,285**	**1,852**	**66,065**	**81,563**
Rest of Greater China	**3,987**	**13,189**	**2,484**	**9,898**	**59,468**	**89,026**
South and Southeast Asia	**10,318**	**5,439**	**1,375**	**5,879**	**31,267**	**54,278**
Rest of the World	**36,374**	**38,948**	**15,479**	**38,174**	**72,308**	**201,283**
Total	**70,569**	**67,241**	**22,786**	**69,448**	**422,152**	**652,196**
2022						
Singapore	16,744	3,207	2,121	14,388	195,836	232,296
Hong Kong	4,486	6,402	1,700	1,569	71,845	86,002
Rest of Greater China	3,562	8,213	2,791	8,938	53,835	77,339
South and Southeast Asia	7,173	6,153	2,159	4,664	30,374	50,523
Rest of the World	33,034	36,099	36,292	33,206	68,394	207,025
Total	64,999	60,074	45,063	62,765	420,284	653,185

(a) Based on the location of incorporation of the issuer (for debt securities), counterparty (for derivatives), borrower (for loans) or the issuing bank in the case of bank backed export financing.

Analysed by industry In $ millions	The Group Government securities and treasury bills (Gross)	Due from banks (Gross)	Derivatives	Bank and corporate debt securities (Gross)	Loans and advances to customers (Gross)	Total
2023						
Manufacturing	**-**	**-**	**242**	**4,493**	**42,402**	**47,137**
Building and construction	**-**	**-**	**805**	**5,804**	**113,246**	**119,855**
Housing loans	**-**	**-**	**-**	**-**	**86,925**	**86,925**
General commerce	**-**	**-**	**103**	**1,910**	**38,684**	**40,697**
Transportation, storage and communications	**-**	**-**	**524**	**4,598**	**31,316**	**36,438**
Financial institutions, investment and holding companies	**-**	**67,241**	**19,499**	**29,837**	**35,786**	**152,363**
Government	**70,569**	**-**	**-**	**-**	**-**	**70,569**
Professionals and private individuals (excluding housing loans)	**-**	**-**	**515**	**-**	**39,451**	**39,966**
Others	**-**	**-**	**1,098**	**22,806**	**34,342**	**58,246**
Total	**70,569**	**67,241**	**22,786**	**69,448**	**422,152**	**652,196**
2022						
Manufacturing	-	-	462	4,065	45,758	50,285
Building and construction	-	-	624	5,114	111,605	117,343
Housing loans	-	-	-	-	80,625	80,625
General commerce	-	-	93	1,871	41,537	43,501
Transportation, storage and communications	-	-	480	4,901	31,466	36,847
Financial institutions, investment and holding companies	-	60,074	41,810	28,323	39,485	169,692
Government	64,999	-	-	-	-	64,999
Professionals and private individuals (excluding housing loans)	-	-	426	-	36,869	37,295
Others	-	-	1,168	18,491	32,939	52,598
Total	64,999	60,074	45,063	62,765	420,284	653,185

43. Market Risk

The Group's exposure to market risk is categorised into:

- Trading portfolios: Arising from positions taken for (i) market-making, (ii) client facilitation, and (iii) benefiting from market opportunities.

- Non-trading portfolios: Arising from (i) the Group's Institutional Banking and Consumer Banking/ Wealth Management assets and liabilities, (ii) debt securities and equities comprising investments held for yield and/ or long-term capital gains, (iii) strategic stakes in entities, and (iv) structural foreign exchange risk arising mainly from the Group's strategic investments, which are denominated in currencies other than the Singapore Dollar.

The Group uses a variety of financial derivatives such as swaps, forwards and futures, and options for trading and hedging against market movements.

Market Risk Management

The Group's approach to market risk management comprises the following building blocks:

- **Policies**
  The Group Market Risk Management Policy sets the Group's overall approach towards market risk management. This policy is supplemented with standards and guides, which facilitate the identification, measurement, control, monitoring and reporting of market risk in a consistent manner. They also set out the overall approach, requirements and controls governing market risk stress testing across the Group.

  The criteria for determining the positions to be included in the trading book are stipulated in the Trading Book Policy Statement.

- **Risk Methodologies**
  The Group utilises Value-at-Risk (VaR), a statistical risk measure, to estimate the potential loss from market movements. This measure uses historical simulation based on data for the previous 12 months. It assumes that historical changes in market values reflect the distribution of potential outcomes in the immediate future.

  The Group limits and monitors market risk exposures using Expected Shortfall (ES). ES is estimated by averaging the portfolio's potential losses beyond the 97.5% confidence interval, under normal market conditions and over a one-day holding period.

  ES is supplemented with other risk control metrics such as sensitivities to risk factors and loss triggers for management action.

  The Group conducts backtesting to verify the predictiveness of the VaR model. Backtesting compares VaR calculated for positions at the close of each business day with the profit and loss (P&L) that arises from those positions on the following business day. The backtesting P&L excludes fees and commissions, revenues from intra-day trading, non-daily valuation adjustments and time effects.

  For backtesting, VaR at the 99% confidence interval and over a one-day holding period is used. The Group adopts the standardised approach to compute market risk regulatory capital under MAS Notice 637 for the trading book positions. As such, VaR backtesting does not impact the Group's regulatory capital for market risk.

  There are limitations to VaR models; for example, past changes in market risk factors may not provide accurate predictions of future market movements, and the risk arising from adverse market events may not be considered.

  To monitor the Group's vulnerability to unexpected but plausible extreme market risk-related events, it conducts multiple market risk stress tests regularly. These cover trading and non-trading portfolios and follow a combination of historical and hypothetical scenarios depicting risk-factor movement.

  Interest Rate Risk in the Banking Book (IRRBB) arises from mismatches in the interest rate profiles of assets, liabilities and capital instruments. The Group identifies, measures and manages IRRBB from both economic value and earning perspectives using Economic Value of Equity (EVE) and Net Interest Income (NII) variability as the respective key risk metrics. Estimating IRRBB requires the use of behavioural models and assumptions on certain parameters such as loan prepayment, fixed deposits early redemption and the duration of non-maturity deposits. The Group measures IRRBB on a monthly basis.

- **Processes, Systems and Reports**
  Robust internal control processes and systems have been designed and implemented to support the Group's market risk management approach. The Group reviews these control processes and systems regularly, and these reviews allow senior management to assess their effectiveness.

  The RMG Market and Liquidity Risk unit – an independent market risk management function reporting to the CRO – monitors, controls and analyses the Group's market risk daily. The unit comprises risk control, risk analytics, production and reporting teams.

Market Risk

The main risk factors driving the Group's trading portfolios in 2023 were interest rates and credit spreads. The following table shows the year-end, average, high and low diversified ES, and ES by risk class for the Group's trading portfolios. Higher ES in 2023 was due to volatile markets caused by various events such as the failure of Credit Suisse and several US regional banks, geopolitical risks and global rate hikes.

		The Group		
		1 Jan 2023 to 31 Dec 2023		
In $ millions	**As at 31 Dec 2023**	**Average**	**High**	**Low**
Diversified	**11**	**17**	**27**	**11**
Interest Rates	**11**	**20**	**30**	**8**
Foreign Exchange	**3**	**4**	**9**	**2**
Equity	**2**	**2**	**5**	**1**
Credit Spread	**14**	**15**	**17**	**11**
Commodity	**3**	**4**	**7**	**#**

		1 Jan 2022 to 31 Dec 2022		
In $ millions	**As at 31 Dec 2022**	**Average**	**High**	**Low**
Diversified	15	11	20	7
Interest Rates	18	14	27	6
Foreign Exchange	6	4	8	1
Equity	2	4	8	2
Credit Spread	11	9	11	5
Commodity	#	1	3	#

Amount under $500,000

The Group's trading portfolios experienced two backtesting exceptions in 2023 and both were in March. They were mainly due to unexpected market movements caused by the fallout of several US regional banks and Credit Suisse.

In 2023, the key market risk drivers of the Group's non-trading portfolios were interest rate risk in the material currencies Singapore Dollar, US Dollar and Hong Kong Dollar. Interest Rate Risk in the Banking Book (IRRBB) is measured by the change in Economic Value of Equity (EVE) and Net Interest Income (NII). The rate shock scenarios follow MAS Notice 637 Annex 10C where interest rate shocks are prescribed for each currency. For example, the parallel scenario simulations for the Group's material currencies use a rate shock of 150 basis points for Singapore Dollar and a rate shock of 200 basis points for US Dollar and Hong Kong Dollar. Under the parallel up and down scenarios, all-currency NII is estimated to increase by $1,539 million and decrease by $1,762 million respectively.

Another key risk in the Group's non-trading portfolios is structural foreign exchange positions, arising mainly from the Group's strategic investments and retained earnings in overseas branches and subsidiaries.

Please refer to Note 37.3 for more information on the Group's structural foreign exchange positions.

44. Liquidity Risk

The Group's liquidity risk arises from its obligations to honour withdrawals of deposits, repayments of borrowed funds at maturity and its commitments to extend loans to its customers. The Group seeks to manage its liquidity to ensure that its liquidity obligations will continue to be honoured under normal as well as adverse circumstances.

Liquidity Risk Management

Approach to Liquidity Risk Management
The Group's approach to liquidity risk management comprises the following building blocks:

- **Policies**
  The Group Liquidity Risk Management Policy sets its overall approach towards liquidity risk management and describes the range of strategies the Group employs to manage its liquidity.

  These strategies include maintaining an adequate counterbalancing capacity to address potential cash flow shortfalls and having diversified sources of liquidity.

  The Group's counterbalancing capacity includes liquid assets, the capacity to borrow from the money markets (including the issuance of commercial papers and covered bonds), and forms of managerial interventions that improve liquidity. In the event of a potential or actual crisis, the Group has in place a set of liquidity contingency and recovery plans to ensure that it maintains adequate liquidity.

  The Group Liquidity Risk Management Policy is supported by standards that establish the detailed requirements for liquidity risk identification, measurement, reporting and control within the Group. The set of policies, standards and supporting guides communicate these baseline requirements to ensure a consistent application throughout the Group.

- **Risk Methodologies**
  The primary measure used to manage liquidity within the tolerance defined by the Group Board is cash flow maturity mismatch analysis.

  This form of analysis is performed on a regular basis under normal and adverse scenarios. It assesses the adequacy of the Group's counterbalancing capacity to fund or mitigate any cash flow shortfalls that may occur as forecasted in the cash flow movements across successive time bands. To ensure that liquidity is managed in line with the Group's Risk Appetite, core parameters such as the types of scenarios, the survival period and the minimum level of liquid assets, are pre-specified for monitoring and control on a group-wide basis. Any occurrences of forecasted shortfalls that cannot be covered by the Group's counterbalancing capacity will be escalated to the relevant committees for evaluation and action.

  Liquidity risk stress testing is performed regularly using cash flow maturity mismatch analysis, and covers adverse scenarios including general market and idiosyncratic stress scenarios. Stress tests assess the Group's vulnerability when liability run-offs increase, asset rollovers increase and/ or liquid asset buffers decrease. In addition, ad hoc stress tests are performed as part of the Group's recovery planning and ICAAP exercises.

  Liquidity risk control measures such as liquidity-related ratios and balance sheet analysis are complementary tools for cash flow maturity mismatch analysis, and they are performed regularly to obtain deeper insights and finer control over the Group's liquidity profile across different locations.

  The liquidity risk control measures also include concentration measures regarding top depositors, wholesale borrowing and swapped funds ratios.

- **Processes, systems and reports**
  Robust internal control processes and systems support the Group's overall approach in identifying, measuring, aggregating, controlling and monitoring liquidity risk across the Group. Continuous improvement in data and reporting platforms has allowed most elements of internal liquidity risk reporting to be centralised.

  The RMG Market and Liquidity Risk unit manages the day-to-day liquidity risk monitoring, control reporting and analysis.

Liquidity Management and Funding Strategy
The Group strives to develop a diversified funding base with access to funding sources across retail and wholesale channels in both Singapore dollar and foreign currencies. The Group's funding strategy is anchored on the strength of its core deposit franchise and is augmented by its established long-term funding capabilities.

Growth in the regional franchise generates price, volume, currency and tenor mismatches between the Group's assets and liabilities. To this end, where practicable and transferable without loss in value, the Group makes appropriate use of swap markets for relevant currencies, commensurate with the liquidity of each, in the conversion and deployment of surplus funds across locations.

As these swaps typically mature earlier than loans, the Group is exposed to potential cash flow mismatches arising from the risk that counterparties may not roll over maturing swaps to support the Group's ongoing funding needs. This risk is mitigated by triggers set on the number of swaps transacted with the market and by conservative assumptions on the cash flow behaviour of swaps under its cash flow maturity gap analysis.

In general, the term borrowing needs are managed centrally by the head office in consultation with the Group's overseas locations, subject to relevant regulatory restrictions and to an appropriate level of presence and participation required by the respective local funding markets.

The Group Asset and Liability Committee and respective Location Asset and Liability Committees regularly review the composition and growth trajectories of the relevant balance sheets and refine the Group's funding strategy according to business momentum, competitive factors and prevailing market conditions.

Liquidity risk in 2023
The Group actively monitors and manages its liquidity profile through cash flow maturity mismatch analysis.

In forecasting cash flow under the analysis, behavioural profiling is necessary in cases where a product has indeterminate maturity or the contractual maturity does not realistically reflect the expected cash flow.

Two examples are maturity-indeterminate savings and current account deposits, which are generally viewed as sources of stable funding for commercial banks. A conservative view is adopted in the behavioural profiling of assets, liabilities and off-balance sheet commitments that have exhibited cash flow patterns that differ significantly from the contractual maturity profile shown under Note 44.1.

44.1 Contractual maturity profile of assets and liabilities

The table below analyses assets and liabilities of the Group as at 31 December based on the remaining period as at balance sheet date to the contractual maturity date.

The Group In $ millions	Less than 7 days	1 week to 1 month	1 to 3 months	3 to 12 months	1 to 3 years	3 to 5 years	More than 5 years	No specific maturity	Total
2023									
Cash and balances with central banks	**17,150**	**12,585**	**18,896**	**1,007**	**575**				**50,213**
Government securities and treasury bills	**1,391**	**5,403**	**9,972**	**10,987**	**11,769**	**8,735**	**22,308**	**-**	**70,565**
Due from banks	**22,286**	**15,002**	**11,398**	**14,914**	**3,392**	**244**	**-**	**-**	**67,236**
Derivatives[(a)]	**22,786**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**22,786**
Bank and corporate securities	**25**	**1,293**	**2,035**	**9,405**	**20,893**	**15,749**	**19,935**	**12,400**	**81,735**
Loans and advances to customers	**31,000**	**66,567**	**49,061**	**60,346**	**80,921**	**42,866**	**85,402**	**-**	**416,163**
Other assets	**10,740**	**1,139**	**2,044**	**2,366**	**192**	**69**	**31**	**1,385**	**17,966**
Associates and joint ventures	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**2,487**	**2,487**
Properties and other fixed assets	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**3,689**	**3,689**
Goodwill and intangible assets	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**6,313**	**6,313**
Due from holding company	**463**	**-**	**-**	**-**	**1,011**	**-**	**-**	**-**	**1,474**
Total assets	**105,841**	**101,989**	**93,406**	**99,025**	**118,753**	**67,663**	**127,676**	**26,274**	**740,627**
Due to banks	**23,788**	**12,636**	**6,430**	**2,342**	**1,508**	**-**	**-**	**-**	**46,704**
Deposits and balances from customers	**322,622**	**76,209**	**80,885**	**49,901**	**3,310**	**1,165**	**1,011**	**-**	**535,103**
Derivatives[(a)]	**23,474**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**23,474**
Other liabilities	**10,980**	**984**	**3,290**	**3,665**	**809**	**643**	**706**	**1,260**	**22,337**
Other debt securities	**1,243**	**7,258**	**7,708**	**8,690**	**11,767**	**3,297**	**2,267**	**1,157**	**43,387**
Due to holding company	**511**	**4**	**32**	**1,296**	**2,248**	**132**	**1,816**	**-**	**6,039**
Total liabilities	**382,618**	**97,091**	**98,345**	**65,894**	**19,642**	**5,237**	**5,800**	**2,417**	**677,044**
Non-controlling interests	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**1,106**	**1,106**
Shareholders' funds	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**62,477**	**62,477**
Total equity	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**63,583**	**63,583**
2022									
Cash and balances with central banks	18,714	12,149	21,106	1,690	511	-	-	-	54,170
Government securities and treasury bills	1,987	1,971	9,500	10,952	15,231	8,587	16,767	-	64,995
Due from banks	21,700	13,356	10,902	13,701	155	248	-	-	60,062
Derivatives[(a)]	45,063	-	-	-	-	-	-	-	45,063
Bank and corporate securities	-	851	2,447	7,757	20,012	14,181	17,419	12,790	75,457
Loans and advances to customers	30,735	65,913	53,316	56,630	82,641	46,335	78,949	-	414,519
Other assets	11,843	978	1,834	1,839	118	47	40	1,588	18,287
Associates and joint ventures	-	-	-	-	-	-	-	2,280	2,280
Properties and other fixed assets	-	-	-	-	-	-	-	3,238	3,238
Goodwill and intangible assets	-	-	-	-	-	-	-	5,340	5,340
Due from holding company	-	403	-	717	-	-	-	-	1,120
Total assets	130,042	95,621	99,105	93,286	118,668	69,398	113,175	25,236	744,531
Due to banks	18,079	9,085	5,426	5,191	1,903	-	-	-	39,684
Deposits and balances from customers	353,495	58,839	69,904	40,647	2,819	552	744	-	527,000
Derivatives[(a)]	45,291	-	-	-	-	-	-	-	45,291
Other liabilities	12,594	982	2,780	2,236	746	145	322	2,885	22,690
Other debt securities	1,689	5,493	14,742	8,142	7,119	3,351	1,868	1,377	43,781
Due to holding company	571	7	17	690	1,551	-	5,589	-	8,425
Total liabilities	431,719	74,406	92,869	56,906	14,138	4,048	8,523	4,262	686,871
Non-controlling interests	-	-	-	-	-	-	-	1,119	1,119
Shareholders' funds	-	-	-	-	-	-	-	56,541	56,541
Total equity	-	-	-	-	-	-	-	57,660	57,660

(a) Derivative financial assets and liabilities are included in the "Less than 7 days" bucket as they are mainly held for trading. Please refer to the tables in Note 37 for the maturity profile of hedging derivatives

The above table includes disclosure of the contractual maturity of financial liabilities, which approximates the same analysis on an undiscounted basis, as total future interest payments are not material relative to the principal amounts. Assets and liabilities (including non-maturing savings/ current deposits) are represented on a contractual basis or in a period when it can legally be withdrawn. The cash flows of assets and liabilities may behave differently from their contractual terms.

44.2 Contingent liabilities and commitments

The table below shows the Group's contingent liabilities and commitments based on the remaining period as at the balance sheet date to contractual expiry date.

	The Group				
In $ millions	**Less than 1 year**	**1 to 3 years**	**3 to 5 years**	**More than 5 years**	**Total**
2023					
Guarantees, letters of credit and other contingent liabilities	**38,619**	**-**	**-**	**-**	**38,619**
Undrawn credit commitments[(a)] and other facilities	**377,906**	**24,892**	**20,110**	**2,019**	**424,927**
Capital commitments	**39**	**14**	**3**	**-**	**56**
Total	**416,564**	**24,906**	**20,113**	**2,019**	**463,602**
2022					
Guarantees, letters of credit and other contingent liabilities	37,669	-	-	-	37,669
Undrawn credit commitments[(a)] and other facilities	318,487	23,247	21,288	3,246	366,268
Capital commitments	61	32	41	-	134
Total	356,217	23,279	21,329	3,246	404,071

(a) Includes commitments that are unconditionally cancellable at any time by the Group

The Group expects that not all of the contingent liabilities will be called upon and not all of the undrawn credit commitments will be drawn before expiry.

45. Operational and Technology Risk

Operational risk is inherent in the Group's business activities and may arise from inadequate or failed internal processes, people, systems, or from external events. The Group's objective is to keep operational risk at appropriate levels, taking into account the markets it operates in, the characteristics of the businesses as well as its economic and regulatory environment.

45.1 Operational Risk Management

The Group's approach to operational risk management comprises the following building blocks:

- **Policies**
  The Group Operational Risk Management (ORM) Policy sets its overall approach for managing operational risk in a structured, systematic and consistent manner.

  There are policies, standards, tools and programmes in place to govern ORM practices across the Group. These include corporate operational risk policies and standards that are owned by the respective corporate oversight and control functions. The key policies address risk areas relating to technology, compliance, fraud, money laundering, financing of terrorism and sanctions, new product, outsourcing and ecosystem partnership.

- **Risk Methodologies**
  The Group adopts the standardised approach to compute operational risk regulatory capital.

  To manage and control operational risk, the Group uses various tools, including risk and control self-assessment (RCSA), operational risk event management and key risk indicator monitoring.

  The Group's Three Lines Model adopts one common risk taxonomy, and a consistent risk assessment approach to managing operational risk. RCSA is conducted by each business or support unit to identify key operational risk and assess the effectiveness of internal controls. When control issues are identified, the units develop action plans and track the resolution of the issues.

  Operational risk events are classified in accordance with Basel standards. Such events, including any significant incidents that may impact the Group's reputation, must be reported based on certain established thresholds. Key risk indicators with pre-defined escalation triggers are employed to facilitate risk monitoring in a forward-looking manner.

  Additional methodologies are in place to address subject-specific risks, including, but not limited to, the following:

  Compliance risk
  Compliance risk refers to the risk of the Group not being able to successfully conduct its business because of any failure to comply with laws, regulatory requirements, industry codes or standards of business and professional conduct applicable to the financial sector.

  This includes, in particular, laws and regulations applicable to the licensing and conducting of banking or other financial businesses, financial crime such as anti-money laundering (AML) and countering the financing of terrorism (CFT), fraud and bribery/ corruption. The Group maintains a compliance programme designed to identify, assess, measure, mitigate and report on such risks through a combination of policy and relevant systems and controls.

  To counter financial crime and sanctions risks, The Group established minimum standards for the Group's business and support units to manage the Group's actual and/ or potential risk exposures. In addition, standards aimed to provide the end-to-end management for fraud and related issues at the unit and geographical levels, are implemented through the Fraud Management Programme. The Group implements surveillance and compliance testing controls where necessary to obtain assurance that the control framework is operating effectively.

  The Group also provides relevant training and implements assurance processes. The Group strongly believes in the need to promote a strong compliance culture as well, and this is developed through the leadership of its Board and senior management.

  New product, outsourcing and ecosystem partnership risks
  Each new product, service, outsourcing arrangement or ecosystem partnership is subject to a risk review and sign-off process, where relevant risks are identified and assessed. Variations of existing products or services and existing outsourcing arrangements and ecosystem partnerships are also subject to a similar process.

  Other mitigation programmes
  A robust business continuity management programme is in place to ensure that essential banking services can continue in the event of unforeseen events or business disruptions. This includes a crisis management plan to enable quick response to manage incidents. Exercises are conducted annually, simulating different scenarios to test business continuity plans and crisis management protocol. The effectiveness of these exercises as well as the Group's business continuity readiness and its alignment to regulatory guidelines are communicated and attested by senior management to the BRMC annually.

  To mitigate losses from specific risk events which are unexpected and significant, the Group effects group-wide insurance coverage under the Group Insurance Programme. These insurance policies relate to crime and professional indemnity, directors and officers liability, cybersecurity risk, property damage and business interruption, general liability and terrorism.

- **Processes, Systems and Reports**
  Robust internal control processes and systems are integral to identifying, assessing, monitoring, managing and reporting operational risk.

  All units within the Group are responsible for the day-to-day management of operational risk in their products, processes, systems and activities, in accordance with the various frameworks and policies. The RMG Operational Risk unit and other corporate oversight and control functions:
    - Oversee and monitor the effectiveness of operational risk management;
    - Assess key operational risk issues with the units; and
    - Report and/ or escalate key operational risks to risk committees with recommendations on appropriate risk mitigation strategies.

  The Group has in place an integrated governance, risk and compliance system with aligned risk assessment methodology, common taxonomy, and unified processes for the Three Lines Model. The Group has in place an operational risk landscape profile which provides the Group Board and senior management with an integrated view of the Group's operational risk profile periodically, across key operational risk areas and business lines.

45.2 Technology Risk Management

Technology risk
Information Technology (IT) risk is managed through an enterprise technology risk management approach. This covers risk identification, assessment, mitigation, monitoring and reporting. In addition, the appropriate governance, IT policies and standards, control processes and risk mitigation programmes are in place to support the risk management approach.

Arising from multiple digital disruptions in 2023, a comprehensive technology risk management roadmap has been put in place to address gaps in technology risk governance and oversight, incident management, system resilience and change management.

The Group has established a new sub-committee of the Board Risk Management Committee (BRMC) called the BRMC Technology Risk Committee (BTRC) for dedicated oversight of technology risk.

To enhance independent checks and balances, the Group transferred the Technology Risk Management team to the Risk Management Group with new leadership and expanded bench strength. The Group strengthened its site reliability engineering with new leadership and also created a new Quality Assurance function to provide an additional independent layer of verification, controls and checks over the Group's change management process. A new Group Technology Risk Committee (GTRC) was constituted to enhance the oversight and management of technology risk by senior management.

Relating to incident management, the Group has established clearer ownership and management of incidents within the Group, as well as between the Group and its service providers and vendors. The Group also embarked on proactive problem management through the active review of early warning indicators, identification of other possibly affected areas, and taking preventive actions.

Cybersecurity risk
Cybersecurity risk remains a top priority for the Group. The Chief Information Security Officer (CISO) is responsible for overseeing the cybersecurity function, serving as the central authority for all cybersecurity matters in relation to technology and operational cyber risks, data protection, and compliance with cybersecurity regulations. The Group places a strong emphasis on safeguarding its people, information, network, equipment, and applications in alignment with the Group's risk tolerance.

To ensure the Group is proactive in addressing cyber threats, it allocates significant resources towards enhancing its cyber hygiene and control environment. The Group is committed to staying in tandem with the ever-evolving cyber threat landscape. As the second line, the CISO office conducts regular assessments to validate the effectiveness of the Group's controls and to obtain assurance that the Group's control framework remains resilient in the face of emerging and evolving threats.

Furthermore, the Group is dedicated to promoting a culture of cybersecurity risk awareness. The Group believes that a strong security culture starts with its employees. As such, the Group provides relevant training and educational resources to empower its staff to recognise and respond to cybersecurity risks effectively. By fostering this culture of awareness, the Group not only enhances its defence against cyber threats but also ensure that cybersecurity is a shared responsibility across the Group.

46. Capital Management

The Group Board is responsible for setting the Group's capital management objective, which is to maintain a strong capital position consistent with regulatory requirements under the MAS Notice 637 and the expectations of various stakeholders, including customers, investors and rating agencies. The Group Board articulates this objective in the form of capital targets. This objective is pursued while delivering returns to shareholders and ensuring that adequate capital resources are available for business growth and investment opportunities as well as adverse situations, taking into consideration the Group's strategic plans and risk appetite.

The Group's capital management objective is implemented via a capital management and planning process that is overseen by the Capital Committee. The Chief Financial Officer chairs the Capital Committee. The Capital Committee receives regular updates on the Group's current and projected capital positions. A key tool for capital planning is the annual Internal Capital Adequacy Assessment Process (ICAAP) through which the Group assesses its projected capital supply and demand relative to regulatory requirements and capital targets. The ICAAP generally has a three-year horizon and covers various scenarios, including stress scenarios of differing scope and severity.

The Group is subject to and has complied with the capital adequacy requirements set out in the MAS Notice 637, which effects the Basel Committee on Banking Supervision's capital adequacy framework in Singapore, throughout the year. The Group's capital adequacy ratios as at 31 December 2023 and 2022 have been subject to an external limited assurance review, pursuant to the MAS Notice 609 "Auditors' Reports and Additional Information to be submitted with Annual Accounts".

47. Segment Reporting

47.1 Business segment reporting

The business segment results are prepared based on the Group's internal management reporting which reflects the organisation's management structure. As the activities of the Group are highly integrated, internal allocation has been made in preparing the segment information. Amounts for each business segment are shown after the allocation of certain centralised costs, funding income and the application of transfer pricing, where appropriate. Transactions between segments are recorded within the segment as if they are third party transactions and are eliminated on consolidation.

The Group's various business segments are described below.

Consumer Banking/ Wealth Management
Consumer Banking/ Wealth Management provides individual customers with a diverse range of banking and related financial services. The products and services available to customers include current and savings accounts, fixed deposits, loans and home finance, cards, payments, investment and insurance products.

Institutional Banking
Institutional Banking provides financial services and products to institutional clients including bank and non-bank financial institutions, government-linked companies, large corporates and small and medium-sized businesses. The business focuses on broadening and deepening customer relationships.
Products and services comprise the full range of credit facilities from short-term working capital financing to specialised lending. It also provides global transactional services such as cash management, trade finance and securities and fiduciary services, treasury and markets products, corporate finance and advisory banking as well as capital markets solutions.

Treasury Markets
Treasury Markets' activities primarily include structuring, market-making and trading across a broad range of treasury products.

Income from sale of treasury products offered to customers of Consumer Banking/ Wealth Management and Institutional Banking is not reflected in the Treasury Markets segment, but in the respective customer segments.

Others
The Others segment encompasses the results of corporate decisions that are not attributed to business segments. It includes earnings on capital deployed into high quality assets, earnings from non-core asset sales and certain other head office items such as centrally-managed credit allowances. DBS Vickers Securities is also included in this segment.

The following table analyses the results, total assets and total liabilities of the Group by business segment.

	The Group				
In $ millions	**Consumer Banking/ Wealth Management**	**Institutional Banking**	**Treasury Markets**	**Others**	**Total**
2023					
Net interest income	**6,195**	**7,153**	**(644)**	**903**	**13,607**
Net fee and commission income	**1,986**	**1,370**	**-**	**10**	**3,366**
Other non-interest income	**758**	**834**	**1,369**	**183**	**3,144**
Total income	**8,939**	**9,357**	**725**	**1,096**	**20,117**
Total expenses	**4,412**	**2,489**	**630**	**749**	**8,280**
Amortisation of intangible assets	**-**	**-**	**-**	**9**	**9**
Allowances for credit and other losses	**270**	**88**	**15**	**217**	**590**
Share of profits or losses of associates and joint ventures	**-**	**7**	**7**	**200**	**214**
Profit before tax	**4,257**	**6,787**	**87**	**321**	**11,452**
Income tax expense and non-controlling interest					**1,436**
Net profit attributable to shareholders					**10,016**
Total assets before goodwill and intangible assets	**134,693**	**317,552**	**182,940**	**99,129**	**734,314**
Goodwill and intangible assets					**6,313**
Total assets					**740,627**
Total liabilities	**297,302**	**218,527**	**116,585**	**44,630**	**677,044**
Capital expenditure	**167**	**38**	**25**	**488**	**718**
Depreciation	**20**	**4**	**3**	**710**	**737**
2022					
Net interest income	4,270	5,569	222	855	10,916
Net fee and commission income	1,783	1,293	-	15	3,091
Other non-interest income	601	826	952	86	2,465
Total income	6,654	7,688	1,174	956	16,472
Total expenses	3,803	2,254	619	407	7,083
Amortisation of intangible assets	-	-	-	-	-
Allowances for credit and other losses	158	(204)	(10)	293	237
Share of profits or losses of associates and joint ventures	-	-	4	203	207
Profit before tax	2,693	5,638	569	459	9,359
Income tax expense and non-controlling interest					1,204
Net profit attributable to shareholders					8,155
Total assets before goodwill and intangible assets	126,395	326,469	204,972	81,355	739,191
Goodwill and intangible assets					5,340
Total assets					744,531
Total liabilities	282,578	228,827	118,800	56,666	686,871
Capital expenditure	151	37	26	455	669
Depreciation	33	4	3	661	701

47.2 Geographical segment reporting

The performance by geography is classified based on the location in which income and assets are recorded, while some items such as centrally-managed credit allowances and technology-related services are reflected in Singapore. Hong Kong comprises mainly DBS Bank (HK) Limited and DBS HK branch. Rest of Greater China comprises mainly DBS Bank (China) Ltd, DBS Bank (Taiwan) Ltd and DBS Taipei branch. South and Southeast Asia comprises mainly PT Bank DBS Indonesia, DBS Bank India Limited and DBS Labuan branch. All results are prepared in accordance with SFRS(I).

	The Group					
In $ millions	**Singapore**	**Hong Kong**	**Rest of Greater China**	**South and Southeast Asia**	**Rest of the World**	**Total**
2023						
Net interest income	**8,973**	**2,167**	**871**	**1,089**	**507**	**13,607**
Net fee and commission income	**2,123**	**664**	**210**	**266**	**103**	**3,366**
Other non-interest income	**2,263**	**383**	**302**	**68**	**128**	**3,144**
Total income	**13,359**	**3,214**	**1,383**	**1,423**	**738**	**20,117**
Total expenses	**4,914**	**1,202**	**1,113**	**914**	**137**	**8,280**
Amortisation of intangible assets	**-**	**-**	**9**	**-**	**-**	**9**
Allowances for credit and other losses	**276**	**138**	**95**	**84**	**(3)**	**590**
Share of profits or losses of associates and joint ventures	**33**	**-**	**173**	**-**	**8**	**214**
Profit before tax	**8,202**	**1,874**	**339**	**425**	**612**	**11,452**
Income tax expense and non-controlling interest	**858**	**296**	**31**	**100**	**151**	**1,436**
Net profit attributable to shareholders	**7,344**	**1,578**	**308**	**325**	**461**	**10,016**
Total assets before goodwill and intangible assets	**482,030**	**98,721**	**70,415**	**33,326**	**49,822**	**734,314**
Goodwill and intangible assets	**5,115**	**29**	**995**	**174**	**-**	**6,313**
Total assets	**487,145**	**98,750**	**71,410**	**33,500**	**49,822**	**740,627**
Non-current assets[(a)]	**4,033**	**629**	**1,176**	**318**	**20**	**6,176**
2022						
Net interest income	6,960	1,844	768	893	451	10,916
Net fee and commission income	1,943	672	176	230	70	3,091
Other non-interest income	1,711	407	219	55	73	2,465
Total income	10,614	2,923	1,163	1,178	594	16,472
Total expenses	4,082	1,137	851	894	119	7,083
Amortisation of intangible assets	-	-	-	-	-	-
Allowances for credit and other losses	(33)	56	106	3	105	237
Share of profits or losses of associates and joint ventures	25	-	179	-	3	207
Profit before tax	6,590	1,730	385	281	373	9,359
Income tax expense and non-controlling interest	728	285	45	72	74	1,204
Net profit attributable to shareholders	5,862	1,445	340	209	299	8,155
Total assets before goodwill and intangible assets	493,015	107,879	60,303	28,900	49,094	739,191
Goodwill and intangible assets	5,133	29	-	178	-	5,340
Total assets	498,148	107,908	60,303	29,078	49,094	744,531
Non-current assets[(a)]	3,957	648	579	314	20	5,518

(a) Investments in associates and joint ventures, properties and other fixed assets

48. Significant Events

48.1 Operational Risk Penalty for Digital Disruption

In May 2023, MAS imposed an additional capital requirement on the Bank following the widespread unavailability of its digital banking services in March and a subsequent disruption to its digital banking and ATM services in May 2023. MAS' supervisory action requires the Bank to set aside additional capital amounting to 1.8 times of its risk-weighted assets for operational risk. In November 2023, MAS imposed a six-month pause on the Bank's non-essential IT changes.

The Bank has drawn up a comprehensive technology resiliency roadmap to strengthen its technology risk management and controls in four main areas: change management, system resiliency, incident management, and technology governance and oversight. The roadmap is being implemented in phases.

48.2 Commitment Up To $1 Billion to Support Vulnerable Communities and Catalyse Social Impact Over Ten Years

On 11 August 2023, the Bank announced that it will commit up to $1 billion over the next ten years to improve lives and livelihoods of the low-income and underprivileged, and foster a more inclusive society. The actual contribution each year, of up to $100 million, will be determined based on the Group's financial performance in the preceding year. The Group will deploy up to $100 million each year in Singapore and its other key markets with effect from 2024. This commitment augments existing community initiatives by the Group and DBS Foundation.

The Group has made a provision of $100 million as part of the ten-year $1 billion Corporate and Social Responsibility commitment for the year ended 31 December 2023.

48.3 Increased stake in an associate, Shenzhen Rural Commercial Bank Corporation Limited (SRCB)

On 29 December 2023, the Bank announced it has obtained the requisite regulatory approvals to increase its existing stake in SRCB from 13% to 16.69% for a total consideration of $374 million. The transaction was completed in January 2024.