

## IMPORTANT NOTICE

NOT FOR DISTRIBUTION IN THE UNITED STATES.

**IMPORTANT: You must read the following before continuing.** The following applies to the offering circular following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the offering circular. In accessing the offering circular, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE UNITED STATES OR ANY OTHER 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 UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

**Confirmation of your Representation:** You have accessed the following offering circular on the basis that you have confirmed your representation to Credit Suisse (Singapore) Limited, SMBC Nikko Securities (Hong Kong) Limited and Standard Chartered Bank (Singapore) Limited that (1) you are not resident in the United States and, to the extent you purchase the securities described in the attached offering circular, you will be doing so pursuant to Regulation S under the Securities Act, and (2) you consent to delivery of the following offering circular and any amendments, supplements thereto by electronic transmission.

You are reminded that this offering circular has been delivered to you on the basis that you are a person into whose possession this 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 authorised to, deliver this 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 of the dealers or any affiliate of any of the dealers 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.

This 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 IOI Investment (L) Berhad, IOI Corporation Berhad, Credit Suisse (Singapore) Limited, SMBC Nikko Securities (Hong Kong) Limited or Standard Chartered Bank (Singapore) Limited or the Trustee or any person who controls any of them or any director, officer, employee or 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 IOI Investment (L) Berhad, IOI Corporation Berhad, Credit Suisse (Singapore) Limited, SMBC Nikko Securities (Hong Kong) Limited or Standard Chartered Bank (Singapore) Limited or the Trustee.

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.



## IOI GROUP

### IOI INVESTMENT (L) BERHAD

*(incorporated with limited liability in the Federal Territory of Labuan, Malaysia)*

## U.S.\$1,500,000,000 Euro Medium Term Note Programme

**unconditionally and irrevocably guaranteed by**

### IOI CORPORATION BERHAD

*(incorporated with limited liability in Malaysia)*

Under this U.S.\$1,500,000,000 Euro Medium Term Note Programme (the **Programme**), IOI Investment (L) Berhad (the **Issuer**), subject to compliance with all relevant laws, regulations and directives, may from time to time issue notes (the **Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

The payments of all amounts due in respect of the Notes will be unconditionally and irrevocably guaranteed by IOI Corporation Berhad (the **Guarantor**).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed U.S.\$1,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein); subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under “*Overview of the Programme*” and any further Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Offering Circular to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

**An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see “Investment Considerations”.**

Application has been made to the Singapore Exchange Securities Trading Limited (the **SGX-ST**) for permission to deal in, and for a quotation of, any Notes to be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. Admission to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST are not to be taken as an indication of the merits of the Issuer, the Guarantor, the Programme or the Notes. Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under “*Terms and Conditions of the Notes*”) of Notes will be set out in the pricing supplement (the **Pricing Supplement**) which, with respect to Notes to be listed on the SGX-ST, will be delivered to the SGX-ST on or before the date of issue of the Notes of such Tranche.

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

Each Tranche of Notes of each Series (as defined in “*Form of the Notes*”) of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a **Temporary Global Note**) or a permanent global note in bearer form (each a **Permanent Global Note**). Notes in registered form will initially be represented by a global note in registered form (each a **Registered Global Note** and together with any Temporary Global Notes and Permanent Global Notes, the **Global Notes** and each a **Global Note**). Global Notes may be deposited on the issue date with a common depositary for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream**).

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any U.S. State securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons, unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of any state of the United States and any other jurisdiction. See “*Form of the Notes*” for a description of the manner in which Notes will be issued. The Notes are subject to certain restrictions on transfer, see “*Subscription and Sale*”.

The Issuer and the Guarantor may agree with any Dealer and the Trustee (as defined herein) that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplemental Offering Circular, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

Notes issued under the Programme may be rated or unrated. Where an issue of a certain series of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Programme and (where applicable) such rating will be specified in the applicable Pricing Supplement. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.

### Arrangers and Dealers

*(in alphabetical order)*

**Credit Suisse**

**SMBC Nikko**

**Standard Chartered Bank**

The date of this Offering Circular is 15 October 2021.

## IMPORTANT INFORMATION

The Issuer and the Guarantor accept full responsibility for the information contained in this Offering Circular. To the best of the knowledge of the Issuer and the Guarantor (each having taken all reasonable care to ensure that such is the case) the information contained in this Offering Circular is in accordance with the facts and does not omit anything likely to affect the import of such information.

Each Tranche of Notes will be issued on the terms set out herein under “*Terms and Conditions of the Notes*” as amended and/or supplemented by the Pricing Supplement specific to such Tranche. This Offering Circular must be read and construed together with any amendments or supplements hereto and with any information incorporated by reference herein and, in relation to any Tranche of Notes, must be read and construed together with the applicable Pricing Supplement.

Subject as provided in the applicable Pricing Supplement, the only persons authorised to use this Offering Circular in connection with an offer of Notes are the persons named in the applicable Pricing Supplement as the relevant Dealer or the Managers, as the case may be.

Copies of Pricing Supplements will be available from the registered office of the Issuer and the specified office set out below of the Principal Paying Agent (as defined below) (save that a Pricing Supplement relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer or the Principal Paying Agent as to its holding of Notes and identity).

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*”). This Offering Circular shall be read and construed on the basis that such documents are incorporated and form part of this Offering Circular.

Neither the Dealers nor the Trustee have independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers or the Trustee as to the accuracy or completeness of the information contained or incorporated in this Offering Circular or any other information provided by the Issuer or the Guarantor in connection with the Programme. No Dealer or the Trustee accepts any liability in relation to the information contained or incorporated by reference in this Offering Circular or any other information provided by the Issuer or the Guarantor in connection with the Programme.

No person is or has been authorised by the Issuer, the Guarantor or the Trustee to give any information or to make any representation not contained in or not consistent with this Offering Circular or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor, any of the Dealers or the Trustee.

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

Neither the delivery of this Offering Circular nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer and/or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer or the Guarantor during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended, (the **Securities Act**) and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see “*Subscription and Sale*”).

The Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of any offering of notes or the accuracy or the adequacy of this Offering Circular. Any representation to the contrary is a criminal offence in the United States.

This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer, the Guarantor, the Dealers and the Trustee do not represent that this Offering Circular may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantor, the Dealers or the Trustee which is intended to permit a public offering of any Notes or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Notes in the United States, the European Economic Area (including Italy), the United Kingdom, Japan, Hong Kong, Singapore and Malaysia, see “*Subscription and Sale*”.

No approval from the Securities Commission of Malaysia has been or will be obtained for the offering or issuance of any Notes on the basis that Notes will be offered or sold exclusively to persons outside Malaysia or if within Malaysia then only by and to a Labuan company or foreign Labuan company, as defined under the Labuan Companies Act 1990 (the **Labuan Companies Act**.) In addition, no approval from the Labuan Financial Services Authority has been or will be obtained for the offering of the Notes on the basis that the offer of such Notes will fall within the categories of excluded offers set out in section 8(5) of the Labuan Financial Services and Securities Act 2010 (*excluded offers*). This Offering Circular has not been nor will it be registered with the Securities Commission of Malaysia or the Labuan Financial Services Authority on the basis that (A) Notes will not be sold or offered for subscription or sale within Malaysia other than (i) by a Labuan company or foreign Labuan company (as defined under the Labuan Companies Act) to another Labuan company or foreign Labuan company which is licensed to carry on Labuan banking business or Labuan insurance business, as defined under the Labuan Financial Services and Securities Act 2010 (the **LFSSA**), or (ii) to persons in Malaysia falling within Schedule 6 or Section 229(1)(b) of the Capital Markets and Services Act 2007 (the **CMSA**) or Schedule 7 or Section 230(1)(b) of the CMSA; and (B) any offer of Notes will be an excluded offer for the purposes of the LFSSA.

## IMPORTANT – EEA RETAIL INVESTORS

If the Pricing Supplement in respect of any Notes includes a legend entitled “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 (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 (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.

## IMPORTANT – UK RETAIL INVESTORS

If the Pricing Supplement in respect of any Notes includes a legend entitled “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**); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. 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.

## MIFID II PRODUCT GOVERNANCE/TARGET MARKET

The Pricing 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 the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the **MiFID Product Governance Rules**), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers, 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 Pricing 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 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.

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

Unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

## STABILISATION

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

## CERTAIN DEFINED TERMS AND CONVENTIONS

In this Offering Circular, references to:

- the **Government** means the Government of Malaysia;
- the **Group, we, our or us** means the Guarantor together with its consolidated subsidiaries;
- the **PRC** means the People’s Republic of China;
- **U.S. dollar, USD and U.S.\$** means the legal currency of the United States of America;
- **Euro, euro and €** means the legal currency of the European Union;

- **Ringgit, RM** and **Sen** means the legal currency of Malaysia;
- **S\$** and **Singapore dollars** means the legal currency of Singapore.

For convenience only and unless otherwise noted, all translations from Ringgit into US dollars in this Offering Circular were made at the rate of RM4.1543 to U.S.\$1.00 (as at 30 June 2021). No representation is made that the Ringgit amounts referred to in this Offering Circular could have been or could be converted into U.S dollars at any particular rate or at all.

Any discrepancies in any table between totals and sums of the amounts listed are due to rounding.

## PRESENTATION OF FINANCIAL AND OTHER INFORMATION

The financial information included in this Offering Circular has been derived from the audited consolidated financial statements of the Group. Unless otherwise indicated, the description of the Group's business activities in this Offering Circular is presented on a consolidated basis. Unless otherwise indicated, financial information in this Offering Circular has been prepared in accordance with Malaysian Financial Reporting Standards (**MFRS**) and International Financial Reporting Standards (**IFRS**).

Figures in this Offering Circular have been subject to rounding adjustments. Accordingly, figures shown for the same item of information may vary and figures which are totals may not be an arithmetic aggregate of their components.

References to “**U.S.\$**” and “**U.S. dollars**” in this Offering Circular are to United States dollars, the lawful currency of the United States of America, references to “**RM**”, “**Ringgit Malaysia**”, “**Ringgit**” and “**sen**” are to the lawful currency of Malaysia, references to “**Euro**”, “**euro**” and “**€**” means the legal currency of the European Union and references to “**S\$**” and “**Singapore dollars**” means the legal currency of Singapore. The Company publishes its financial statements in Malaysia. This Offering Circular contains translation of certain Ringgit Malaysia amounts in to U.S. dollar amounts at specified rates solely for the convenience of the reader. These translations should not be construed as representations that the Ringgit Malaysia amounts represent such U.S. dollar amounts or could be, or could have been, converted into U.S. dollars at the rates indicated or at all.

For convenience only and unless otherwise noted, all translations from Ringgit into U.S. dollars in this Offering Circular were made at the rate of RM4.1543 to U.S.\$1.00 (as at 30 June 2021). No representation is made that the Ringgit amounts referred to in this Offering Circular could have been or could be converted into U.S. dollars at any particular rate or at all. Any discrepancies in any table between totals and sums of the amounts listed are due to rounding.



## SUPPLEMENTAL OFFERING CIRCULAR

The Issuer and the Guarantor have given an undertaking to the Arrangers and Dealers that if at any time during the duration of the Programme there is a significant change affecting any matter contained in this Offering Circular whose inclusion would reasonably be required by investors and their professional advisers, and would reasonably be expected by them to be found in this Offering Circular, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, the Guarantor and the Group, and the rights attaching to the Notes, they shall prepare an amendment or supplement to this Offering Circular (each amendment or supplement, a *Supplemental Offering Circular*) or publish a replacement Offering Circular for use in connection with any subsequent offering of Notes and shall supply to each Arranger and the Dealers such number of copies of such Supplemental Offering Circular or replacement hereto as such Arrangers or Dealers may reasonably request. References to this “*Offering Circular*” shall be taken to mean this document and all the documents from time to time incorporated by reference herein and forming part thereof.

## FORWARD LOOKING STATEMENTS

All statements contained in this Offering Circular, statements made in press releases and oral statements that may be made by the Issuer, the Guarantor or each of their respective officers, directors or employees acting on the Issuer’s or the Guarantor’s behalf that are not statements of historical fact constitute “forward-looking statements”. All statements other than statements of historical facts included in this Offering Circular, including, without limitation, those regarding the financial position of the Group, business strategy plans and objectives of management for future operations, are forward-looking statements.

Potential investors can identify some of these forward-looking statements by terms such as **will, would, aim, aimed, is likely, are likely, believe, expect, expected to, will continue, anticipated, estimate, estimating, intend, plan, seeking to, future, objective, should, can, could, may** or similar words. However, investors should note that these words are not the exclusive means of identifying forward-looking statements.

All statements regarding the Issuer’s, the Guarantor’s or the Group’s expected financial position, business strategy, plans and prospects are forward-looking statements. These forward-looking statements are only predictions and involve known and unknown risks, uncertainties and other factors that may cause the Issuer’s, the Guarantor’s or the Group’s actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements.

All forward-looking statements speak only as at the date of this Offering Circular. Given the risks and uncertainties that may cause the Issuer’s, the Guarantor’s or the Group’s actual future results, performance or achievements to be materially different than expected, expressed or implied by the forward-looking statements in this Offering Circular, potential investors are advised not to place undue reliance on those statements. Neither the Issuer nor the Guarantor represents or warrants that their actual future results, performance or achievements, or that of the Group’s, will be as discussed in those statements. Each of the Issuer and the Guarantor expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer’s or the Guarantor’s expectations with regard thereto or any change of events, conditions or circumstances on which any such statement was based.

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## OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Pricing Supplement, the Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of listed Notes only and if appropriate, a supplemental Offering Circular will be published.*

Words and expressions defined in “*Form of the Notes*” and “*Terms and Conditions of the Notes*” shall have the same meanings in this Overview.

Issuer: . . . . . IOI Investment (L) Berhad

Issuer Legal Entity Identifier (LEI): . . . 254900NBVUUO7810A642

Guarantor: . . . . . IOI Corporation Berhad

Investment considerations: . . . . . There are certain factors that may affect the Issuer’s and the Guarantor’s ability to fulfil their respective obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular series of Notes issued under the Programme. All of these are set out under “*Investment Considerations*”.

Description: . . . . . Euro Medium Term Note Programme

Arrangers: . . . . . Credit Suisse (Singapore) Limited  
SMBC Nikko Securities (Hong Kong) Limited  
Standard Chartered Bank (Singapore) Limited

Dealers: . . . . . Credit Suisse (Singapore) Limited  
SMBC Nikko Securities (Hong Kong) Limited  
Standard Chartered Bank (Singapore) Limited

and any other Dealers appointed in accordance with the Programme Agreement.

Certain Restrictions: . . . . . Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see “*Subscription and Sale*”) including the following restrictions applicable at the date of this Offering Circular.

## Notes having a maturity of less than one year

Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000 unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see “*Subscription and Sale*”.

Trustee: . . . . .	China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司)
Principal Paying Agent: . . . . .	China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司)
Registrar and Transfer Agent: . . . . .	China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司)
Programme Size: . . . . .	Up to U.S.\$1,500,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer and the Guarantor may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Guarantee: . . . . .	The Notes will be unconditionally and irrevocably guaranteed by the Guarantor. The obligations of the Guarantor under its guarantee will be direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Guarantor and (save for certain obligations required to be preferred by law) will rank equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor from time to time outstanding.
Distribution: . . . . .	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

Notes will be issued in series (each a **Series**) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest, if any), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a **Tranche**) on the same or different issue dates. The specific dates of each Tranche of the Notes (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 nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the applicable Pricing Supplement.

Currencies: . . . . .	Notes may be denominated in euro, Sterling, U.S. dollars, yen, Singapore dollars and, subject to any applicable legal or regulatory restrictions, any other currency agreed between the Issuer and the relevant Dealer.
Maturities: . . . . .	The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.
Issue Price: . . . . .	Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes: . . . . .	The Notes will be issued in bearer form ( <b>Bearer Notes</b> ) or in registered form ( <b>Registered Notes</b> ) as described in “ <i>Form of the Notes</i> ”. Bearer Notes will not be exchangeable for Registered Notes and <i>vice versa</i> .
Fixed Rate Notes: . . . . .	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.
Floating Rate Notes: . . . . .	<p>Floating Rate Notes will bear interest at a rate determined:</p> <ul style="list-style-type: none"> <li>(a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series);</li> <li>(b) on the basis of the reference rate set out in the applicable Pricing Supplement; or</li> <li>(c) on such other basis as may be agreed between the Issuer and the relevant Dealer.</li> </ul> <p>The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.</p>
Index Linked Notes: . . . . .	Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer may agree.

Other provisions in relation to Floating Rate Notes and Index Linked Interest Notes: . . . . .	<p>Floating Rate Notes and Index Linked Interest Notes may also have a maximum interest rate, a minimum interest rate or both.</p> <p>Interest on Floating Rate Notes and Index Linked Interest Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.</p>
Dual Currency Notes: . . . . .	<p>Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer may agree.</p>
Zero Coupon Notes: . . . . .	<p>Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.</p>
Redemption: . . . . .	<p>The applicable Pricing Supplement will specify the basis for calculating the redemption amounts payable and indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.</p> <p>The applicable Pricing Supplement may provide that Notes may be redeemable in two or more instalments of such amounts and on such dates as are indicated in the applicable Pricing Supplement.</p> <p>Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see “<i>Certain Restrictions – Notes having a maturity of less than one year</i>” above.</p>
Denomination of Notes: . . . . .	<p>The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see “<i>Certain Restrictions – Notes having a maturity of less than one year</i>” above.</p>

Taxation: . . . . .	All payments in respect of any Notes will be made without any withholding or deduction for or on account of any present or future taxes, duties, assessments or government charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction as provided in Condition 8, unless the withholding or deduction of taxes is required by law. In the event that any such deduction is made, the Issuer or, as the case may be, the Guarantor will, save in certain limited circumstances provided in Condition 8, be required to pay additional amounts as may be necessary in order that the net amounts received by the Noteholders after the withholding or deduction shall equal the respective amounts which would have been receivable in respect of any Notes, Receipt or Coupon in the absence of the withholding or deduction.
Negative Pledge: . . . . .	The terms of the Notes will contain a negative pledge provision as further described in Condition 4.
Events of Default (including Cross Default): . . . . .	The terms of the Notes will contain events of default, including a cross default provision, as further described in Condition 10.
Status of the Notes: . . . . .	The Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition) unsecured obligations of the Issuer and will rank <i>pari passu</i> 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.
Rating: . . . . .	The rating of certain Series of Notes to be issued under the Programme may be specified in the applicable Pricing Supplement.
Listing and admission to trading: . . . .	<p>Application has been made for Notes issued under the Programme to be listed on the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. 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, the Programme or the Notes. There is no assurance that the application to the Official List of the SGX-ST for the listing of the Notes of any Series will be approved. For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes listed on the SGX-ST will be traded on the SGX-ST in a minimum board lot size of at least S\$200,000 (or its equivalent in other currencies).</p> <p>The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer in relation to each Series.</p>

Unlisted Notes may also be issued.



The applicable Pricing Supplement will state whether or not the relevant Notes are to be listed and, if so, on which stock exchange(s).

Clearing Systems: . . . . . Euroclear, Clearstream and/or any other clearing system as specified in the applicable Pricing Supplement, see “*Form of the Notes*”.

Governing Law: . . . . . The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.

Selling Restrictions:. . . . . There are restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area (including Italy), the United Kingdom, Japan, Hong Kong, Singapore and Malaysia and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see “*Subscription and Sale*”.

United States Selling Restrictions: . . . Regulation S, Category 2. TEFRA C or D/TEFRA not applicable, as specified in the applicable Pricing Supplement.

## INVESTMENT CONSIDERATIONS

*Each of the Issuer and the Guarantor believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme. Most of these factors are contingencies which may or may not occur and neither the Issuer nor the Guarantor is in a position to express a view on the likelihood of any such contingency occurring.*

*In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.*

*Each of the Issuer and the Guarantor believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer or the Guarantor to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer and the Guarantor based on information currently available to them or which they may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Offering Circular and reach their own views prior to making any investment decision.*

### ***We face risks specific to our businesses and our industry.***

We are subject to a number of risks that could materially and adversely affect our business, financial condition, results of operations and prospects. Among these risks are the following:

#### **Risks relating to the Plantation and Resource-Based Manufacturing Businesses**

##### ***Our results may be adversely affected by fluctuations in pricing of our products.***

Prices for our palm-based products are based upon or affected by global prices, which tend to be highly cyclical and subject to significant fluctuations. Global prices are in turn affected by the availability of agricultural commodities which are subject to wide fluctuations due to unpredictable factors affecting supply such as weather, and factors affecting demand such as changes in population growth, changes in standards of living, bio-diesel demand and global production of substitute and competitive crops. Prices for our products are also affected by a variety of other factors over which we have no control, including environmental and conservation regulations, tariffs, natural disasters, and forest fires. The markets for our products are also sensitive to changes in industry capacity and output levels. We would also not be able to significantly reduce our crude palm oil (CPO) and palm kernel (PK) output to cater for any decline in global prices since oil palm is a perennial crop. All these factors can have a significant impact on selling prices and, therefore, on our results of operations and cash flows.

In the normal course of our operations, we are also exposed to price fluctuations associated with commodities such as CPO. Commodity price volatility is expected to continue. The recent surge in CPO price to a historical high was due to increase in other vegetable oils prices and low inventory levels in both producing and consuming countries. Such rise in commodity prices results in higher raw material costs and impacts the manufacturing sector sales margin, thereby impacting our inventories and gross margins. We constantly analyse and monitor the global demand patterns and trends for palm oil, oleochemicals, and specialty oils and fats, to make prompt and informed decisions regarding our production and sales levels. We also plan to diversify crop planting away from full reliance on oil palm to other higher-value crops in order to limit our exposure to palm oil price volatility. We employ a fully integrated business model, with upstream and downstream businesses along with an efficient cost structure to mitigate the impact of commodity price fluctuations. In addition, we have strategic presence in Malaysia and overseas that allows us to cater to different market segments, with our diversified sales to more than 80 countries mitigating exposure to localised risks in any particular markets. We also make continuous improvements to our market information system, enhancing monitoring and risk management through hedging activities, including by entering into commodities futures contracts and swaps. However, notwithstanding the aforesaid, there can be no assurance that the Group will be able to mitigate the risks deriving from commodity price volatility. In addition, because the commodities

markets are very volatile, our future gains or losses on the above mentioned hedging contracts might not fully offset the corresponding change in the prices of the underlying commodity, which could result in lower revenues or reduced net savings in future years. In addition, we are exposed to counterparty and credit risks associated with the derivative instruments used by us. If a counterparty defaults on its obligations under a derivative contract, we would lose the benefit of the hedge provided by that transaction. Moreover, excessive movements in commodity prices, exchange rates and interest rates could trigger margin calls on our derivative instruments. Margin calls by our counterparties could require us to provide additional cash collateral in relation to derivative instruments, which could negatively affect our working capital position. There can be no assurance that the prices for our products will increase or can be maintained at current levels. Any decrease in the prices of our products could adversely affect our business, financial condition, results of operations and prospects.

***Our business is exposed to significant competition from other companies, substitute products and consumer preference.***

The palm oil, oleochemicals, and specialty oils and fats businesses are highly competitive. Our competitors are constantly developing other innovative products and advanced production technology in order to gain additional market share and a competitive edge and we have to constantly monitor our competitors and enhance our product quality to stay competitive in the industry. In addition, oil palm producers also face stiff competition from substitute oils such as soya bean oil and rapeseed oil. According to the Food and Agricultural Organization of the United Nations, the total worldwide production of oils and fats for calendar year 2018 was over 250 million metric tonnes, including approximately 73.54 million metric tonnes of soya bean oil, 71.66 million metric tonnes of palm oil and 28.22 million metric tonnes of rapeseed oil. Although soya bean oil and rapeseed oil prices have historically traded higher than CPO, making CPO a price competitive alternative, there is no assurance that this price trend will continue going forward. In addition, certain countries promote the farming of other edible oils, such as soya bean oil, through subsidies and actively promote their consumption.

Our competitors include edible oil companies as well as trading companies of various sizes, some of which have greater financial resources than us and have been in the industry for longer periods of time. Certain competitors have also established relationships with some of our current or potential customers which could make it more difficult for us to increase our sales base in the future. Due to the size of the industry, our production volumes have been, and will continue to be, relatively small by comparison to overall world production. Should our existing market share be reduced or should we have to lower our margins as a result of competition, this could adversely affect our business, financial condition, results of operations and prospects.

The oleochemicals, and specialty oils and fats industries are also characterised by frequent changes in consumer preferences. Consumers in the markets we serve are increasingly becoming more health-conscious and may select oils based on considerations other than price and taste. Our success will depend on our ability to anticipate and respond to the competitive factors affecting the industry, including the introduction of new products, pricing policies of our competitors, changing consumer preferences and the prices of alternative edible oils and regional and local economic conditions. There can be no assurance that we will be able to compete effectively or that the level of existing and future competition would not adversely affect our business, financial condition, results of operations and prospects.

***Our Group's business performance can be affected by variations in the yield levels of oil palm due to cyclical variation and seasonal factors.***

Oil palm is a perennial crop and is subject to physiological stress on a cyclical basis. Oil palm produce crops throughout the year but there are seasonal variations. Production also varies with the age and condition of the oil palm, the local environment and the weather. Annual fresh fruit bunch (FFB) yield

normally experiences a cyclical pattern, with higher yields at certain intervals. An exceptionally high yielding year is usually followed by lower yielding years when the oil palm produces lower output because of a period of production stress.

After the palm have passed their prime age, the harvested FFB yield is expected to decrease and such decrease will affect the performance of the plantation estates. Although we have an accelerated replanting programme in order to manage this risk, there can be no assurance that we will be able to achieve the optimal maturity profile for our plantations.

***Our businesses may be affected by adverse weather conditions.***

Our FFB yield is dependent on weather conditions. Excessive rainfall or extended periods of dry weather lead to a decrease in the overall yield of FFB from our estates. Excessive rainfall also generally leads to poor pollination of palms and decrease the effectiveness of fertilisers, while drought results in oil palm trees forming fewer fruit bunches and could also result in fire outbreaks on the plantations. Global warming and weather phenomena such as *El Nino* and *La Nina* have in particular affected the weather in Malaysia and Indonesia for the last decade. The unfavourable weather conditions have resulted in extended periods of drought which affected the FFB yields. *La Nina*, which occurred from September 2020 to March 2021, brought heavy rainfall at most of our operating units with an increase of 30% to 50% of precipitation while our Indonesian operations were particularly affected whereby 24% of the mature areas were flooded half the year. Ultimately, our harvesting activities were disrupted and our CPO output was lowered. The Group recorded a lower OER of 21.39% in FY2021 as compared to 21.83% in FY2020 due to the long stretches of wet weather.

We have implemented various measures to reduce the impact of floods and droughts including construction of water gates and bunds to minimise flooding in low lying areas along with improvements to the road infrastructure and water management system in Indonesia through an ongoing laterite construction of an all-weather access road to expedite FFB evacuation during heavy rainfall or flooding to minimise crop loss. However, there can be no assurance that the Group will be able to mitigate the risks deriving from adverse weather conditions.

Historically, palm oil prices typically increase when supply is adversely affected by weather conditions thereby reducing the impact of the decrease in supply on our business, financial condition, results of operations and prospects. However, there can be no assurance that this will always occur. Any adverse weather conditions, especially if continued for a prolonged period, could adversely affect our business, financial condition, results of operations and prospects.

***Fluctuations in freight and other transportation costs and disruptions in transportation could adversely affect the demand for our products and increase competition in other parts of Asia and the world.***

We depend predominantly upon ships to deliver our products to our customers. Disruption of shipping services because of weather-related problems, strikes, lock-outs, hijacking of vessels or other events could temporarily impair our ability to supply our products to our customers or could result in us incurring demurrage claims by shipowners for loading delays and, thus, could adversely affect our business, financial conditions, results of operations and prospects. For instance, the disruptions due to COVID-19 restrictions and the Suez Canal blockage coupled with high costs of international shipping freight has remained a concern for our business and operations, given the manufacturing sector relies on extensive exports. The present limited availability of containers and increased shipment costs has impacted shipment plans; with delays, omissions and port congestions resulting in the postponement of supply to customers. While we have engaged with several logistic providers, improved planning for product shipments, constantly engaged with shipping agents and updated our customers, any prolonged and/or significant disruptions in this context may adversely affect our business, financial condition, results of operations and prospects.

***The plantation business is labour intensive and we are dependent on foreign labour.***

The palm oil industry is a labour intensive industry. Oil palm plantations require extensive manpower in the nurturing of seedlings, tree plantings, fertilising, harvesting as well as other routine maintenance works. Together with other players in the Malaysian palm oil industry, we have faced difficulty in recruiting sufficient local workers and have had to resort to the employment of foreign workers. In order to help ensure that we have sufficient workers for our plantations, we have traditionally provided various incentives, benefits, welfare schemes and facilities such as clinics, living quarters, schools and sports amenities for our plantation workers and their families. However, the outbreak of the COVID-19 pandemic which resulted in Movement Control Orders (MCOs) and restrictions on migrant workers, has created labour shortages. In FY2021, the Malaysian CPO production reduced by about 3.5% due to labour shortages in the industry and dry weather. See further details under “– *Pandemic outbreaks, in particular, COVID-19, or other infectious diseases, or any other serious public health concerns may adversely impact the Group’s business, financial condition, results of operations and prospects*”.

We also continue to explore various alternatives to best reduce our dependence on foreign workers, by enhancing the efficiency in the utilisation of all our resources including the use of machinery in place of labour wherever practical and economical. While the automation, mechanisation and digitalisation of our estates has, to some extent, insulated the Group from disruptions caused due to labour shortages by reducing reliance on manual labour as well as supporting increased yield and productivity; nonetheless, there can be no assurance that continued labour shortages will not adversely affect our business, financial condition, results of operations and prospects.

***Our business is labour intensive and the occurrence of labour unrest and/or labour disputes may materially and adversely affect the Group’s operations.***

The Group’s plantation business is labour intensive in nature. As such, labour shortages, labour unrest and/or labour disputes could materially and adversely affect the Group’s business, prospects and results of operations. In June 2021, the Group faced certain allegations with respect to forced labour and poor working conditions – for further details, please see the section “*Description of the Group – Recent Developments*”. Such (or similar) allegations, including any resulting labour disputes and unrest, could directly or indirectly reduce the output of our plantations and, if not resolved in a timely manner, could lead to a substantial loss of profit. In addition, whilst the letter from the U.S. Customs and Border Protection (CBP) in relation to the aforementioned forced labour allegations (see “*Description of the Group – Recent Developments*” for further details) mentions that there are sufficient grounds to open an investigation, we have not been informed of any such investigations having been initiated as at the date hereof. However, there can be no assurance that an official investigation will not in the future be initiated or that similar forced labour allegations or labour disputes will not arise. Should any of the aforesaid (or similar) allegations result in investigations, findings of fault, labour disputes and/or labour unrests in the future, we may be deemed to be in violation of relevant labour laws and regulations and thus be subjected to penalties (such as import bans on our products), compensations to the employees, and loss of reputation or business. Consequently, our business, financial condition, results of operations and prospects could be materially and adversely affected. As such, no assurance can be given that such matters would not adversely affect the ability of the Group to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

***We do not provide insurance coverage to cover losses incurred to our planted crops, including our oil palm trees.***

We do not insure our planted crops, including our oil palm trees. Accordingly, a flood or other natural disaster resulting in significant damage to a major part of our oil palm plantations would have an adverse effect on our business, financial condition, results of operations and prospects. However, in relation to flood, this risk is significantly reduced as a majority of our oil palm plantations are on high grounds which are not flood-prone. We have also taken various measures to help reduce our losses to our planted crops caused by floods by constructing bunds at strategic locations. However, we cannot assure you that the location of our plantations or any of the flood prevention measures we have put in

place will be effective in preventing damage to planted crops from flooding. Our plantations may also be affected by damage from fires, pest infestations and the spread of diseases specific to oil palm. These factors may have a significant effect on the planted area from which we are able to harvest FFB and also the yields which we are able to obtain from the FFB harvested. Any significant losses to our planted crops or reduction in our FFB yields due to these events would materially and adversely affect our business, financial condition, results of operations and prospects.

***We are subject to inherent business risks in the plantation, oleochemicals, specialty oils and fats industries.***

We are subject to risks inherent to the plantation industry. These include, but are not limited to, changes in the global, regional and national economies, in particular the Malaysian and Indonesian economy, the entry of new players into the market, the outbreak of pests and diseases, changes in law and tax regulations affecting palm oil, increases in production costs, and changes in business and credit conditions.

We are also subject to risks inherent in the oleochemicals, and specialty oils and fats industry. The demand for oleochemicals, specialty oils and fats is dependent on the overall growth of the manufacturing, retail and food industries and we are subject to the inherent risks in these respective sectors. These risks include changes in general economic conditions, shortage of raw materials, inflation and changes in business conditions.

Our ability to mitigate these risks depends on various factors, including our ability to keep abreast with the latest developments in the industry, and our ability to effectively implement our business strategies. There can be no assurance that we will be able to successfully mitigate or reduce these risks or that we will be successful in implementing our strategies. If we are not able to do so, our business, financial condition, results of operations and prospects would be adversely affected.

***We are exposed to risk of pests and diseases which may affect the Group's performance.***

We are susceptible to an attack by insect pests (such as nettle caterpillars), vertebrate pests (such as rats and wild boars) and diseases (such as *Ganoderma* fungus) or previously undiscovered pests, diseases or plant pathogens, which cause crop damage and attack palm trees. Whilst the Group practises measures to minimise the susceptibility of its oil palms to pests, diseases or plant pathogens, there can be no assurance that such an attack will not occur in the future. The occurrence of such attacks may critically impair the sustainability of the palm oil industry and may adversely affect the operations, production and yield of the Group's plantations.

Oil palm generally are not severely affected by pests and diseases. However, there are occasional outbreaks of pests such as leaf eating insects and diseases that will affect crops grown on a large scale. During the younger stages of its lifecycle, oil palm are more susceptible to pest attacks. Any pests and diseases that specifically attack oil palms can materially affect the performance of the Group.

The Group takes measures to control the population of pests in its estates primarily by use of integrated pest management systems that prioritise biological controls over chemical pesticides, and by employing different techniques during replanting such as soil ripping and ploughing to prevent *Ganoderma* outbreaks and pulverising trunk chips to minimise breeding of rhinoceros beetles in immature and young palms. However, there is no assurance that such measures will remain effective in the future.

***Prolonged and/or significant disruption to our manufacturing and production facilities may affect our business, financial condition, results of operations and prospects.***

Our plantation and resource-based manufacturing businesses are dependent on their respective manufacturing and production facilities. Various factors could disrupt our manufacturing and production facilities, including planned or unexpected repairs, maintenance or servicing, industrial accidents or



breakdowns and failures and performance below expected levels of output or efficiency. Any prolonged and/or significant disruption to our manufacturing and production facilities may adversely affect our business, financial condition, results of operations and prospects.

***Pandemic outbreaks, in particular, COVID-19, or other infectious diseases, or any other serious public health concerns may adversely impact the Group's business, financial condition, results of operations and prospects.***

The Group could be adversely impacted by global pandemics, and the Group's business and operations have been affected by the unprecedented disruption caused by the COVID-19 pandemic, which has resulted in a rapid deterioration of the political, socioeconomic and financial situation globally. Since its outbreak, COVID-19 has spread with alarming speed across various countries and territories. The COVID-19 pandemic, together with the restrictions on travel and imposition of quarantine and/or lockdown measures, have had, and may continue to have, a material adverse effect on various aspects of the Group's business and operations, such as, among others, adversely affecting labour and foreign worker recruitment (causing a shortage of labour), palm oil price volatility and higher shipping costs. In particular, the lockdown of six districts, including Lahad Datu Region and Tawau, which was enforced by the Sabah government, resulted in losses during the shutdown period. Such pandemic outbreaks have also disrupted, and could continue to disrupt, global supply chain of procuring raw materials, refining and manufacturing. The imposition of lockdowns, social distancing requirements and movement restriction measures on a nationwide or at a city level in the countries that the Group operates in, have led to access and workforce constraints (such as the inability to replace its employees or re-allocate human resources within the Group in a timely manner). Such measures have, and may continue to adversely affect, the revenue and operations of the Group and our partners and customers.

For instance, the total FFB production for the Group was 2.9 million MT in FY2021 as compared to 3.1 million MT in FY2020; while the FFB yield recorded in FY2021 was 20.78 MT per ha as compared to 21.24 MT per ha in FY2020. The lower FFB productivity and FFB yields were primarily impacted by the shortage of workers arising from restrictions imposed by the government to contain the COVID-19 pandemic, unfavourable weather conditions and ongoing replanting activities in the Sabah region. The outbreak of the COVID-19 pandemic resulted in MCOs and restrictions on recruitment of migrant workers, which caused worker shortage. Due to a shortage of workers, our production was hampered as a result of delays in our fertilising, harvesting, collection of FFB, milling and transportation activities. As a result, CPO production output was affected which led to lower oil yields and lower oil extraction rate.

A prolonged and widespread COVID-19 pandemic may result in a global recession with a severe impact on various other sectors such as shipping, aviation, travel, manufacturing and oil and gas, as well as reduced investment and spending and severe unemployment. An economic downturn of this scale, coupled with the uncertainties around disruption to business and business models, has posed, and will continue to pose, challenges to the management of capital investments, working capital and business changes. Any of the above factors have had and are expected to continue to have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The consequences of the COVID-19 pandemic or a future outbreak of infectious disease are unpredictable and there can be no assurance that any precautionary or other measures taken against such infectious diseases would be effective. The effectiveness of the measures adopted by various governments in response to the COVID-19 pandemic and the extent to which these can mitigate the adverse economic impacts from the pandemic remain uncertain. There can be no assurance that the business environment and/or customer demand will fully recover post-COVID-19. Although the Group has taken steps to mitigate the risk and the effects of the COVID-19 pandemic, the Group may not be able to foresee or accurately predict such events, which could have a material adverse effect on its business, financial condition, results of operations and prospects.



***We may be adversely affected by the imposition and enforcement of more stringent environmental, health and safety and social regulations.***

We are subject to a variety of laws, regulations and rules relating to the environment, health and safety and social operating practices. Principal environmental, health and safety concerns of the plantation segments in which we operate relate to the discharge of effluent resulting from our processing activities, the control of other waste and discharges, clearance of land for plantation development, water pollution, the threat to the rich biodiversity in the ecosystem and the working conditions of our employees and those of our suppliers. Principal social concerns of the sector relate to possible conflicts with local communities around plantations and denudation of forests and natural habitat in and around our plantations.

We adhere to the standards and practices of the industry in which we operate. For instance, we are an active member of Roundtable on Sustainable Palm Oil (**RSPO**), and have committed to achieving compliance with the RSPO Principles and Criteria and have also adopted six of the 17 United Nations' Sustainable Development Goals (**UN SDGs**) (see “*Description of the Group – Our Mission and Strategy – Sustainability*” and “*Description of the Group – Environmental*”, for further details), which may result in more stringent environmental and social standards applying to us and also additional costs to us in ensuring such compliance.

Any failure to comply with any present or future regulations or industry standards could result in us becoming subject to dispute resolution procedures or other litigation which may result in an assessment of damages or the imposition of fines, the loss of existing and/or potential business, as well as the suspension or a cessation of our operations. For example, in March 2021, we announced that IOI Pelita had offered to relinquish its interest over 5,000 hectares of native land in Miri as part of a three stage resolution plan approved by the RSPO in order to resolve the long-standing land dispute with local communities in Tinjar, Sarawak. It should be noted however, that IOI Pelita's offer is conditional on all parties to the dispute reaching an agreement on the exact terms of the final dispute settlement. In addition, environmental and social non-governmental organisations (**NGOs**) could also lobby for the change of, or imposition of, more stringent laws and regulations concerning the ecological and social environment. Any failure to comply with the laws and regulations could have an adverse effect on our business, financial condition, results of operations and prospects.

***We may not be able to continue to use, renew or expand our current Indonesian land rights.***

In Indonesia, the Indonesian Government controls all land and land rights although it regularly grants land rights for fixed durations. *Hak Guna Usaha* are land rights that grant the registered holders of such rights use of the land for a maximum period of 35 years, which can be extended for a further period of no more than 25 years, subject to the fulfilment of the obligations and implementation of the intended business in accordance with the prevailing regulations. A holder of *Hak Guna Usaha* can generally renew this right once for an aggregate period of 60 years. Only Indonesian nationals and legal entities can hold *Hak Guna Usaha*. The intermediate stages of the *Hak Guna Usaha* approval process are the *Ijin Lokasi*, *Cadastral* and the *Panitia B* minutes of survey of land, which is followed by the issuance of a Decision Letter on the Granting of *Hak Guna Usaha* (*Surat Keputusan Pemberian Hak Guna Usaha*), and the eventual registration of the *Hak Guna Usaha*.

In February 1999, Indonesia's State Minister for Agrarian Affairs issued a decree (the **Decree**) establishing the Ministry's policy regarding *Ijin Lokasi*. The Decree provides that a company established in the framework of investment that intends to acquire a plot of land must first obtain a location permit. The purpose of this requirement is to give directions to, and to control, such companies in their land acquisitions.

In relation to our Indonesian plantations, there can be no assurance that we will be able to obtain *Hak Guna Usaha* or any or all other permits for all of our land, or that we will be able to obtain such permits without undue delay or protracted litigation against third parties or for their maximum periods,

or that we will be able to extend or renew *Hak Guna Usaha* or all such other permits upon their expiration. Any such failure, delay or legal dispute could have a material adverse effect on our ability to use the land for our business purposes or to operate or expand our business.

The holder of a location permit is permitted to arrange the clearance of the intended land from all of its existing legal relationships with third parties who own or have an interest over such land. In accordance with the prevailing regulations, and, after the completion of the relinquishment of the intended land by parties who had rights and interests over it, the holder of the location permit may be given a right over such land (as evidenced by the land certificate), which right will authorise the holder to use the land.

The Decree provides for aggregate size limitations for oil palm plantations of 20,000 hectares per province, with a nationwide limitation of an aggregate of 100,000 hectares. For those parcels of land that we hold location permits for, there can be no assurance that third parties will not dispute with us or otherwise cause a delay in the land acquisition process. Any lengthy delay in our purchase of such land, or obtaining *Hak Guna Usaha*, may in turn delay our ability to use the land for our business purposes and such delay could have a material adverse effect on our ability to operate or expand our business.

On 17 October 2014, the Indonesia Government enacted Law No. 39 year 2014 concerning Plantation (Law No. 39/2014), which provides, *inter alia*, that as regards the case of land for a plantation business, the Minister of Agriculture who is in charge of and responsible for managing the plantation sector shall stipulate the land's maximum area and minimum area of use, while the agency in charge of land affairs shall grant the relevant land titles. Law No. 39/2014 further provides that in determining such maximum and minimum area, the Minister of Agriculture shall be guided by criteria such as the types of plants, the land availability in view of the agro-climatic conditions, the capital investment, the factory's capacity, the population density, the business development pattern, the geographical condition and technological development. On 30 September 2013, the Minister of Agriculture issued an implementing regulation, under No. 98/Permentan/OT.140/9/2013 concerning the Guidelines for Licensing of Plantation Business (Decree No. 98). Decree No. 98 provides, among other things, a limitation on the size of a plot of land for oil palm plantation to be owned by one company, namely 100,000 hectares without any territorial limitations. Further, a Plantation Business License (*Ijin Usaha Perkebunan – IUP*) or Plantation Business Registration Certificate (*Surat Pendaftaran Usaha Perkebunan – SPUP*) issued prior to the enactment of Decree No. 26 is still valid and serves as a business license for the holder.

A plantation with a width of 25 hectares or more must obtain an IUP. These regulatory size limitations or any further regulatory limitations on ownership of land for oil palm plantations could have a material adverse effect on our ability to continue to operate our business or to expand our oil palm plantations.

***We are subject to negative impact of government export taxes, import policies and tariffs.***

The results of our operations may be affected by any increase in government export taxes, change in import policies and tariffs, which may affect our ability to export products at the lowest cost possible from the countries where our operations are located. Government export taxes increase the costs of our products in the export markets while tariffs and government import policies affect the cost of raw materials of the local markets we serve. Any changes in the export policies of the countries in which we operate, such as an export ban or an increase in export taxes or other similar actions imposed by relevant governments, would adversely affect our business, financial condition, operational results and prospects.

***Palm oil and agricultural companies are expected to adopt responsible and sustainable practices to positively impact the economy and address environmental challenges.***

Climate change and environmental degradation present significant risks to both the global economy and the business environment. The sustainability of growth in palm oil production and the net climate change benefits from biofuels are the subject of long term campaigns by environmental NGOs. It is likely that there will be continued pressure for plantations to demonstrate sustainable practices and for processors to demonstrate sustainable sourcing. In particular, the agricultural sector is expected to

practise sustainable agriculture to minimise carbon emissions and reduce air pollution, while protecting biodiversity, forests, water and soil. In this context, we have implemented sustainable agricultural practices in our plantation and resource-based manufacturing businesses. We adhere to internationally-recognised sustainability certifications, including the voluntary RSPO, the International Sustainability and Carbon Certification (ISCC) and the mandatory Malaysian Sustainable Palm Oil (MSPO). We are committed towards No Deforestation, No Peat and No Exploitation (NDPE) and the protection of High Conservation Value and High Carbon Stock areas within our plantations. We drive sustainable practices, conduct tracing and supply chain monitoring, and engage with suppliers through digital tools.

While we have taken certain measures, including those mentioned above, there are various challenges in reducing climate change impact with respect to our plantation and resource-based manufacturing businesses and in decreasing greenhouse gas emissions – for instance, fires during dry seasons continue to result in transboundary haze and there remain hurdles in maintaining and upholding sustainability certifications. As such, there can be no assurance that we will be able to successfully overcome these challenges which, in turn, could adversely affect our business, financial condition, results of operations and prospects.

### **Other Risks Relating to our Businesses**

*We are exposed to country risks from our ventures in Indonesia, Germany and in other countries in which we conduct business.*

We are engaged in the oil palm plantation industry in Indonesia, the oleochemical industry in Germany and through our associate company Bunge Loders, we have a footprint in North America, Europe, Africa and the East Asia region, and hence will be exposed to economic, political, legislative, regulatory, taxation and other developments that may adversely affect our investments in those countries. Further, the repatriation of investment and potential profits from our investments will also be subject to the relevant policies of Indonesia, Germany and the Netherlands (where Bunge Loders is headquartered) as in existence at the point of repatriation. Any fluctuations in the exchange rate between RM and the Indonesian Rupiah or, as the case may be, Euro would also affect the reported future results of our ventures in those countries. However, we believe that undertaking our investments in these countries with local established partners provides the benefit of local market and regulatory knowledge, expertise and resources as well as a sharing of risks and rewards.

*Disputes with, and certain actions taken by, the Group's joint venture partners and associated companies may adversely affect its business.*

The Group conducts some of its businesses through joint ventures with third parties and associated companies. Such joint ventures and associated companies may involve risks including the possibility that the Group's joint venture partners and associate companies may:

- have economic or business interests or objectives that are inconsistent with those of the Group,
- take action contrary to the Group's instructions or requests or contrary to its policies or objectives with respect to its investments and assets,
- be unable or unwilling to fulfil their obligations under the relevant joint venture, shareholders or other agreements, or
- experience financial or other difficulties.

The Group does not have majority control or management control of some of these joint venture and associated companies, including, for instance, Bunge Loders. To the extent that is beyond the control of the Group, disagreements may arise between the Group and its joint venture partners and/or associated companies which could cause the disruption or ultimate dissolution of the joint ventures and/or disposal

of ownership interests in associated companies. There can be no assurance that the Group will not encounter problems with its joint venture partners and/or associated companies which could have an adverse effect on its business, financial condition, results of operations and prospects.

***We are dependent on our key personnel, and our financial condition and results of operations may be adversely affected by any inability to retain our key employees.***

We believe that our continued success is dependent upon the abilities and continued efforts of our existing Directors and senior management. We have an experienced management team and the continued success of our business and our ability to execute our business strategy in the future will depend largely on the efforts of our key personnel. Competition for such key personnel is intense in the industry and the loss of any of our key personnel may be detrimental and have an adverse effect on our business, financial condition, results of operations and prospects.

***We may not be successful in effectively managing our expansion and growth whether through acquisitions, joint ventures, new lines of business or otherwise.***

As part of our growth strategy, we may from time to time make acquisitions and investments in other companies, businesses and operations. The success of our acquisitions and investments depends on a number of factors, which include the extent to which we are able to exercise control over the acquired company; the economic, business or other strategic objectives and goals of the acquired company compared to our objectives and goals; and our ability to successfully integrate the acquired company, business or operation. If we are unable to successfully integrate and manage our existing acquisitions, as well as any other future acquisitions we might pursue, our business, financial condition, results of operations and prospects may be adversely affected.

Our ability to manage our future growth will depend on our ability to continue to improve operational, financial and management information systems on a timely basis and to expand, train and motivate our workforce. Failure to effectively manage our expansion may lead to inability to extract value and may adversely affect our financial position. Any expansion plans which the Group is currently involved in or may embark upon involve various risks, including legal, regulatory and financial risks that may delay or prevent the successful completion or operation of the Group's projects or significantly increase costs.

In addition, we may decide to undertake mergers, joint ventures or acquisitions in the future, if suitable opportunities arise. These may require significant investment which may not result in favourable returns and may involve risks, including:

- unforeseen contingent risks or latent liabilities relating to these businesses that may only become apparent after the merger, joint venture or acquisition is finalised;
- potential difficulties in the integration and management of the operations and systems;
- potential difficulties in the retention of select personnel;
- potential difficulties in the co-ordination of sales and marketing efforts;
- diversion of the Group's management's attention from other ongoing business concerns; and
- potential increase in financing or group debt.

If we are unable to integrate the operations of an acquired business successfully or manage such future acquisitions profitably, our growth plans may not be met and our revenue and profitability may decline. Even though each investment decision by us would have undergone rigorous investment evaluation from a technical, financial, political and environmental risks perspective, there is no assurance that any new business initiative of the Group will contribute positively to its businesses.

***We are dependent on access to external sources of funding to finance our future growth and to acquire and maintain the inventory, facilities and equipment necessary to run our business.***

Our future funding requirements depend, in large part, on our working capital requirements and the size of our capital expenditures. We may require significant financing to purchase, process and market our products as well as to fund any future investments or acquisitions. An interruption of our access to the credit markets or a significant increase in our cost of credit could materially increase our interest expense and impair our ability to compete effectively in our businesses. We are required to make capital expenditures to maintain, upgrade and expand our assets in each of the plantation and resource-based manufacturing segments to keep pace with competitive developments, technological advances and changing safety standards in each of those segments. Further, the availability of financing from banks and the financial community as well as trade suppliers is necessary for us to fund organic growth, introduce new business lines or make new acquisitions and investments. Such financing may not be available in the future or at a reasonable cost, which would have a significant impact on our business activities. Although we have committed bank and trade finance facilities, we cannot assure you that these will continue to exist in the future or be available on attractive terms. Any failure to secure financing on reasonable terms could materially affect our success in pursuing our business strategy and adversely affect our business, financial condition, results of operations and prospects.

***Fluctuations in the exchange rate between the Ringgit and other currencies, including the U.S. dollar and Euro could materially and adversely affect our business, financial condition, results of operations and prospects.***

The sales price of the products of our plantation and resource-based manufacturing businesses, which are commodity products, are generally denominated in U.S. dollars and Euro. Our costs are primarily denominated in Ringgit. Effective 18 July 2016, the Kuala Lumpur USD/MYR Reference Rate published by BNM which is based on market transaction data has been adopted to ensure that the FX spot reference rate is in line with global best practices. However, there can be no assurance that Bank Negara Malaysia will, or would be able to, intervene in the foreign exchange market in the future or that any such intervention or fixed exchange rate would be effective in achieving the objective of Bank Negara Malaysia's policy. An appreciation of the value of the Ringgit could reduce our revenues and costs in Ringgit terms. On the other hand, a depreciation of the value of the Ringgit could increase our revenues and costs in Ringgit terms. We translate our foreign currency borrowings and our investments on our balance sheet to account for changes in currency rates and recognise the resulting gains or losses in our income statement. We engage in foreign currency hedging transactions to minimise our foreign currency exposure. However, sudden and significant changes in the exchange rate between the Ringgit, the U.S. dollar, and the Euro, as the case may be, could affect our financial condition, if the prices of our products fail to reflect fully the changes in our costs or if our currency position is not properly hedged. As a result, fluctuations in the value of the Ringgit against other currencies can have a direct effect on our results of operations and shareholders' equity and may adversely affect our business, financial condition, results of operations and prospects.

***We are affected by political, economic and regulatory conditions in Malaysia and elsewhere.***

Changes in political, economic and regulatory conditions in Malaysia and in the countries in which we have operations, especially in Indonesia, Germany, North America, Europe, Africa and China, could materially and adversely affect our financial and business prospects and the markets for our products.

Amongst the political, economic and regulatory uncertainties are the changes in political leadership, changes in currency exchange rates and interest rates, changes in political or economic conditions, trade protection measures and import or export restrictions, negative consequences from changes in tax laws and unexpected changes in regulatory requirements. Any adverse changes in such political, economic or regulatory conditions could have an adverse effect on our business, financial condition, results of operations and prospects.



***Uncertainties and instability in global market conditions could adversely affect the Group's business, financial condition, and results of operations.***

Global markets have experienced, and may continue to experience, significant turbulence due to economic and political instability in several areas of the world. These global economic conditions have led to significant volatility in capital markets around the world, including Asia, and further volatility could significantly impact investor risk appetite and capital flows into the countries in which the Group operates.

Geopolitical tensions, coupled with the slowing of economic growth in various regions around the world, has had an impact on the prospective economic growth in the global financial markets. As such, no assurance can be given that such matters would not adversely affect the ability of the Group to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

In addition, the COVID-19 pandemic has disrupted various markets, caused stock markets worldwide to lose significant value, increased unemployment levels and impacted economic activity worldwide. A number of governments have revised GDP growth forecasts for 2020 and 2021 downwards in response to the economic slowdown caused by the spread of COVID-19. Certain countries in which the Group operates may be particularly affected due to their dependence on tourism for GDP growth. For more information on the impact of COVID-19 on the Group's business, see “– *Pandemic outbreaks, in particular, COVID-19, or other infectious diseases, or any other serious public health concerns may adversely impact the Group's business, financial condition, results of operations and prospects*” above. It is possible that the COVID-19 pandemic will cause a prolonged global economic crisis or recession. The exact ramifications of the COVID-19 pandemic are highly uncertain and, as at the date of this Offering Circular, it is difficult to predict its scope and duration.

These and other related events have had a significant impact on the global credit and financial markets and economic growth as a whole, and consequently, on consumer and business demand in our industry. In addition, certain of the countries in which the Group operates are highly dependent on exports to other countries and major markets worldwide, including the United States and PRC. Any economic slowdown experienced in the United States, PRC and in other major economies may lead to reduced demand for exports from these countries and may adversely affect the economies of these countries.

***Our customers may default on their obligations under our contracts with them.***

Our customer base is large and diverse. A portion of our business is in the emerging markets and a key part of our strategy involves expanding our business further in these emerging markets, including China, India, Pakistan and Indonesia. Although we try to ensure that we do business with customers with a good credit history, we cannot assure you that all our businesses will be transacted with such customers or that we will be able to mitigate our counterparty risk with adequate security. Furthermore, although we request all potential counterparties to be subject to our internal credit approval process, in some instances, there may be limited financial information available about our counterparties. As a result, counterparty risk is largely assessed on and reviewed by our credit committee, using both qualitative and quantitative credit methodologies. We cannot assure you that any of our customers will be able or willing to fulfil their obligations under the contracts we enter into with them. If our counterparties do not honour their contractual obligations to us, this may result in us not being able to honour our contractual obligations with other third parties and can expose us to increased costs, disruption to our business and the risk of claims and penalties. Any significant default or series of defaults by our counterparties on their contractual obligations may adversely affect our business, financial condition, results of operations and prospects.

***The interests of the Guarantor's controlling shareholders may not align with those of other shareholders or creditors.***

As at 30 September 2021, Dato Lee Yeow Chor, the Group Managing Director and Chief Executive of the Group, together with his brother Mr. Lee Yeow Seng, a Director of the Guarantor, directly or indirectly held approximately 50.26% of the outstanding shares of the Guarantor. As a result, they are able to control or exercise substantial influence over the Guarantor, including in relation to major policy decisions such as our overall strategic and investment decisions, dividend plans, capital raisings and other financings, mergers and disposals, amendments to our constitution, election of members of the board of directors, appointment of our senior managers and other significant corporate actions. The interests of the controlling shareholders may differ from the interests of other shareholders or creditors. For more information, see the sections "*Management*" and "*Principal Shareholders*" of this Offering Circular.

***We engage in related party transactions and may continue to do so in the future, which may involve conflicts of interest.***

We have engaged in and will continue to engage in certain transactions with related parties, including subsidiaries and group companies and associates. For example, in the financial year ended 30 June 2021, the Group engaged in related party transactions relating to the sale of oleochemical and palm products to associates of RM1.10 billion, which accounted for about 10% of total group revenue worth RM11.25 billion. While we believe that all such transactions have been conducted on an arm's length basis and contain commercially reasonable terms, there can be no assurance that the Group could not have achieved more favourable terms had such transactions not been entered into with related parties. Furthermore, it is likely that we will enter into related party transactions, in the ordinary course of our business, in the future. We cannot assure you that such transactions in the future, individually or in the aggregate, will not have an adverse effect on our business, prospects, financial condition, results of operations and cash flows. For more information, see the section "*Related Party Transactions*" of this Offering Circular.

**Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme**

***The Notes may not be a suitable investment for all investors.***

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should: have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement; have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio; have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency; understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.



***Risks related to the structure of a particular issue of Notes.***

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

***The regulation and reform of “benchmarks” may adversely affect the value of Notes linked to or referencing such “benchmarks”.***

The financial markets have been generally impacted by recent developments relating to the regulation and reform of “benchmarks” and the continued development of risk-free rates as reference rates.

Interest rates and indices which are deemed to be “benchmarks” (including but not limited to the London interbank offered rate (**LIBOR**) and the euro interbank offered rate (**EURIBOR**)) are the subject of national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

The sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks.

The FCA has indicated through a series of announcements that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. On 5 March 2021, ICE Benchmark Administration Limited (**IBA**), the administrator of LIBOR, published a statement confirming its intention to cease publication of all LIBOR settings, together with the dates on which this will occur, subject to the FCA exercising its powers to require IBA to continue publishing such LIBOR settings using a changed methodology (the **IBA announcement**). Concurrently, the FCA published a statement on the future cessation and loss of representativeness of all LIBOR currencies and tenors, following the dates on which IBA has indicated it will cease publication (the **FCA announcement**). Permanent cessation will occur immediately after 31 December 2021 for all Euro and Swiss Franc LIBOR tenors and certain Sterling, Japanese Yen and US Dollar LIBOR settings and immediately after 30th June 2023 for certain other USD LIBOR settings. In relation to the remaining LIBOR settings (1-month, 3-month and 6-month Sterling, US Dollar and Japanese Yen LIBOR settings), the FCA indicated that it will consult on using its powers to require IBA to continue their publication under a changed methodology for a further period after end-2021 (end-June 2023 in the case of US Dollar LIBOR). The FCA announcement states that consequently, these LIBOR settings will no longer be representative of the underlying market that such settings are intended to measure immediately after 31 December 2021, in the case of the Sterling and Japanese Yen LIBOR settings and immediately after 30 June 2023, in the case of the USD LIBOR settings. In June 2021, the FCA consulted on its proposed decision to require IBA to publish 1-month, 3-month and 6-month Sterling and Japanese Yen LIBOR settings using a changed methodology. On 29 September 2021, it confirmed that decision and the methodology for calculating the “synthetic” LIBOR settings. The FCA also confirmed that the continued publication of the Japanese Yen LIBOR setting will cease permanently at the end of 2022. There is currently no indication of the time duration of the Sterling synthetic LIBOR settings and no decision has been made on the introduction of US Dollar synthetic LIBOR for the US Dollar LIBOR tenors continuing until end-June 2023. The first non-representative publication under the Sterling and Japanese Yen “synthetic” LIBOR methodology will be 4 January 2022.

Separately, the euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

The Conditions include certain benchmark replacement provisions which, where applicable, provide for certain fallback arrangements if a Benchmark Event or, as the case may be, a Benchmark Transition Event (each as defined in the Conditions) has occurred in relation to the current Reference Rate when any Rate of Interest (or the relevant component thereof) remains to be determined by the current Reference Rate. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to (a) a Successor Rate, (b) an Alternative Reference Rate (each as defined in the Conditions), with or without the application of an adjustment spread and may include amendments to the Conditions to ensure the proper operation of the successor or replacement benchmark, and in the case of (b), as determined by the Issuer (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser (as defined in the Conditions)). An adjustment spread, if applied, could be positive or negative and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the current Reference Rate. However, it may not be possible to determine or apply an adjustment spread and even if an adjustment is applied, such adjustment spread may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment spread can be determined, a Successor Rate or Alternative Reference Rate as applicable, will apply without an adjustment spread and may nonetheless be used to determine the Rate of Interest. The use of a Successor Rate or Alternative Reference Rate (including with the application of an adjustment spread) will still result in any Notes linked to or referencing the current Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the current Reference Rate were to continue to apply.

If, following the occurrence of a Benchmark Event or, as the case may be, a Benchmark Transition Event, no Successor Rate is available or no Alternative Reference Rate is determined by the Issuer or no other Benchmark Replacement (as defined in the Conditions) (if applicable) is available, the ultimate fallback for the purposes of calculation of, amongst others, the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used (or alternatively, if there has not been a first Interest Payment Date, the rate of interest shall be the initial Rate of Interest (if any)). This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate in respect of the relevant Interest Period which was last observed on the Relevant Screen Page. Due to the uncertainty concerning the availability of Successor Rates and Alternative Reference Rates, the possible involvement of an Independent Adviser and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Investors should consult their own independent advisers, be aware of market developments which may impact the value of their Notes and accordingly make their own assessment about the potential risks imposed by any international or national reforms and the possible application of the benchmark replacement provisions of the Notes in making any investment decision with respect to any Notes linked to or referencing a benchmark.

***The market continues to develop in relation to risk-free rates (including overnight rates) as reference rates for Floating Rate Notes.***

Investors should be aware that the market continues to develop in relation to risk-free rates (including but not limited to Sterling Overnight Index Average (**SONIA**) and Secured Overnight Financing Rate (**SOFR**)) as reference rates in the capital markets and their adoption as alternatives to the relevant interbank offered rates.

SONIA and SOFR are recently reformed and/or are newly established risk-free rates. SOFR is published by the Federal Reserve Bank of New York (the **Federal Reserve**) and is intended to be a broad measure of the cost of borrowing cash overnight collateralised by Treasury securities and a current preferred replacement rate to USD LIBOR. SONIA is published by the Bank of England and is the effective overnight interest rate paid by banks for unsecured transactions in the sterling market. SONIA is being implemented by the Bank of England's Working Group on Sterling Risk-Free Rates on a broad-based transition across sterling bond, loan and derivatives markets, so that SONIA is established as the primary sterling interest rate benchmark.

Investors should be aware that the development of risk-free rates in the market continues to develop and accordingly, such risk-free rates have a limited performance history and the future performance of such risk-free rates is impossible to predict. As a consequence, no future performance of the relevant risk-free rate or Notes referencing such risk-free rate may be inferred from any of the hypothetical or actual historical performance data. Investors should also be aware that risk-free rates may behave materially differently to interbank offered rates as interest reference rates. In addition, the methods of calculation, publication schedule, rate revision practices or availability of a relevant risk-free rate may be subject to alteration by the relevant administrator and any such alterations could have a material adverse impact on the value and return on such risk-free rate instruments.

Under the Conditions, where a risk-free rate (such as SONIA and SOFR) is used as the relevant reference rate, interest will be calculated on the basis of the compounded risk-free rate which is calculated using the specific formula set out in the relevant Conditions, and not the risk-free rate published on or in respect of a particular date during the relevant Interest Period. For this and other reasons, the Rate of Interest on the Notes during any Interest Period will not be the same as the interest rate on other investments linked to such risk-free rate that use an alternative basis to determine the applicable interest rate.

Market conventions for calculating the interest rate for bonds referencing risk-free rates may continue to develop. The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to any reference risk-free rates issued under the Programme. The Issuer may in the future also issue Notes referencing risk-free rates that differ materially in terms of interest determination when compared with any previous Notes referencing risk-free rate rates issued by it. If the market adopts a different calculation method, that could adversely affect the market value of Notes issued pursuant to this Programme.

Furthermore, the basis of deriving certain risk-free rates may mean that interest on Notes which reference any such risk-free rate would only be capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference any such risk-free rate to accurately estimate the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, if such Notes become due and

payable as a result of an event of default under Condition 10, or are otherwise redeemed early on a date which is not an Interest Payment Date, the rate of interest payable for the final Interest Period in respect of such Notes shall only be determined on the date which the Notes become due and payable and shall not be reset thereafter. Investors should consider these matters when making their investment decision with respect to any such Notes.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of such risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of risk-free 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 risk-free rates.

Since risk-free rates are relatively new market indices, Notes linked to any such risk-free rate may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to any risk-free rate, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Notes may be lower than those of later-issued indexed debt securities as a result. Further, if any risk-free rate to which a series of Notes is linked does not prove to be widely used in securities like the Notes, the trading price of such Notes linked to a risk-free rate may be lower than those of Notes linked to indices that are more widely used. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can be no guarantee that any risk-free rate to which a series of Notes is linked will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes linked to or which reference such risk-free rate (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 risk-free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

#### ***Notes subject to optional redemption by the Issuer.***

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

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

#### ***Index Linked Notes and Dual Currency Notes.***

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a **Relevant Factor**). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- the market price of such Notes may be volatile;
- they may receive no interest;

- payment of principal or interest may occur at a different time or in a different currency than expected;
- they may lose all or a substantial portion of their principal;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Notes and the suitability of such Notes in light of its particular circumstances.

***Partly-paid Notes.***

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

***Variable rate Notes with a multiplier or other leverage factor.***

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

***Inverse Floating Rate Notes.***

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

***Fixed/Floating Rate Notes.***

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

***Notes issued at a substantial discount or premium.***

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

***Risks related to Notes generally.***

Set out below is a brief description of certain risks relating to the Notes generally:

***Modification, waivers and substitution.***

The conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The conditions of the Notes also provide that the Trustee may, without the consent of Noteholders, agree to (i) any modification of, or the waiver or authorisation of, any breach or proposed breach of any of the provisions of Notes or (ii) determine without the consent of the Noteholders that any Event of Default or potential Event of Default shall not be treated as such or (iii) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 15.

***Change of law.***

The conditions of the Notes are based on English law in effect as at the date of this Offering Circular. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Offering Circular and any such change could materially and adversely impact the value of any Notes affected by it.

***The Trustee may request holders of the Notes to provide an indemnity and/or security and/or prefunding to its satisfaction.***

In certain circumstances, including without limitation the giving of notice to the Issuer or the Guarantor and the taking of enforcement steps and/or actions and/or instituting proceedings pursuant to Condition 10.2 (Enforcement) of the Conditions of the Notes, the Trustee may, at its sole discretion, request holders of the Notes to provide an indemnity and/or security and/or pre-funding to its satisfaction before it takes steps and/or actions and/or institutes proceedings on behalf of holders of the Notes. The Trustee shall not be obliged to take any such steps and/or actions and/or institute any such proceedings if not first indemnified and/or secured and/or pre-funded to its satisfaction. Negotiating and agreeing to an indemnity and/or security and/or pre-funding can be a lengthy process and may have an impact on when such steps and/or actions can be taken and/or such proceedings can be instituted. The Trustee may not be able to take steps and/or actions and/or institute proceedings, notwithstanding the provision of an indemnity or security or pre-funding to it, in breach of the terms of the Trust Deed or the Conditions of the Notes and in such circumstances, or where there is uncertainty or dispute as to the applicable laws or regulations, to the extent permitted by the agreements and the applicable law or regulations, it will be for the holders of the Notes to take such steps and/or actions and/or institute such proceedings directly.

***Bearer Notes where denominations involve integral multiples: definitive Bearer Notes.***

In relation to any issue of Bearer Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the



relevant time may not receive a definitive Bearer Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to a Specified Denomination.

If definitive Bearer Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

***Where the Global Notes are held by or on behalf of Euroclear and Clearstream, investors will have to rely on their procedures for transfer, payment and communication with the Issuer.***

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depository for Euroclear and Clearstream. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. Euroclear and Clearstream will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream.

While the Notes are represented by one or more Global Notes, the Issuer will discharge its payment obligations under the Notes by making payments to or to the order of the common depository for Euroclear and Clearstream for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes.

Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream to appoint appropriate proxies.

#### **Risks related to the market generally.**

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

##### ***The secondary market generally.***

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes.

##### ***Exchange rate risks and exchange controls.***

The Issuer will pay principal and interest on the Notes and the Guarantor will make any payments under the Guarantee in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes.



Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

***Interest rate risks.***

Noteholders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the price of the Notes, resulting in a capital loss for the Noteholders. However, the Noteholders may reinvest the interest payments at higher prevailing interest rates. Conversely, when interest rates fall, the price of the Notes may rise. The Noteholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

***Changes in market interest rates may adversely affect the value of Fixed Rate Notes.***

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of Fixed Rate Notes.

***Global financial turmoil has led to volatility in international capital markets which may adversely affect the market price of any Notes.***

Global financial turmoil has resulted in substantial and continuing volatility in international capital markets. Any further deterioration in global financial conditions could have a material adverse effect on worldwide financial markets, which may adversely affect the market price of any Notes.

***The market value of the Notes may fluctuate.***

Trading prices of the Notes are influenced by numerous factors, including the operating results, business and/or financial condition of the Group, political, economic, financial and any other factors that can affect the capital markets, the industry and the Group generally. Adverse economic developments, acts of war and health hazards in countries in which the Group operates could have a material adverse effect on the Group's operations, operating results, business, financial position, and performance.

***Credit ratings may not reflect all risks.***

One or more independent credit rating agencies may assign credit ratings to the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be suspended, revised or withdrawn by the rating agency at any time.

***Legal investment considerations may restrict certain investments.***

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

***Singapore Taxation Risk.***

In the case of a Tranche of Notes which are issued in respect of which the relevant Pricing Supplement includes a legend entitled "Notes intended to be Qualifying Debt Securities for the purposes of the Income Tax Act, Chapter 134 of Singapore", such Tranche of Notes to be issued from time to time under the Programme during the period from the date of this Offering Circular to 31 December 2023 are intended to be "qualifying debt securities" for the purposes of the Income Tax Act, Chapter 134 of Singapore (ITA), subject to the fulfilment of certain conditions more particularly described in the section entitled "Taxation – Singapore Taxation". However, there is no assurance that the Notes will

continue to be “qualifying debt securities” or that the tax concessions in connection therewith will apply throughout the tenure of the Notes should the relevant tax laws be amended or revoked at any time.

### **Risks relating to Malaysia**

#### ***We are subject to licensing requirements and operate in a regulated industry.***

The palm oil industry in Malaysia is governed by the Malaysian Palm Oil Board (**MPOB**) which has the power to regulate the oil palm industry via among others, the implementation of registration and licensing schemes and prescribing the standards or grades of oil palm and oil palm products. Our operations in Malaysia are thus subject to these stringent statutory licensing requirements. We are required to apply for and comply with every condition imposed in respect of the respective category of licences issued by the MPOB. In addition, we are also required to, among others, register contracts in relation to the sale and purchase of oil palm products and the details of such contracts with the MPOB within a prescribed limit. In relation to the export, import and trade of palm oil products, we are required to make quality declarations to determine whether our products conform to the type and quality of palm oil products that may be sold, exported and imported or specified in the contract of sale relating to such products.

Our licences issued by MPOB are generally renewable upon expiry. However, there is no assurance that new conditions and obligations will not be imposed for issuance of new licences and/or upon renewal of expiring licences and such conditions and obligations may be more onerous than those of existing or expiring licences. Further, the MOPB may, at any time, vary, add to, delete from or otherwise amend such conditions imposed on the licences. Among others, failure to comply with any conditions imposed on the licences may result in such licences being cancelled, suspended, or not being renewed. There can be no assurance that we will be able to identify and rectify every breach of the conditions stipulated in the licences due to the scale of our operations.

The key laws and regulations to which we are subject to are disclosed in the section “Regulation of the Plantation and Manufacturing Industries in Malaysia” of this Offering Circular.

#### ***We are subject to intensifying scrutiny on both our upstream and downstream sectors on sustainability and migrant labour issues.***

As a palm oil producer, we constantly face anti-palm oil sentiments and allegations from local and international non-governmental organisations (NGOs). There is a public misconception that oil palm plantation drives deforestation and destruction of peatland areas. As such, we are subject to intensifying scrutiny by NGOs on both our plantation and resource-based manufacturing segments. While we have implemented the Sustainable Palm Oil Policy (SPOP), being our main guideline to address any concerns in relation to our sustainability practices together with various industry-leading labour policies such as the Environmental Management Guidelines (which includes Fire Management, Peatland Protection & Management, Agrochemical and Biodiversity & Conservation Guidelines) and the Equal Opportunity Employment & Freedom of Association Policy, there can be no assurance that we will be able to adhere to these policies at all times due to the scale of our operations.

We and other oil palm growers also typically attract scrutiny by reason of the fact that due to a shortage of suitable labour available locally, we are required to employ migrant workers, which sometimes gives rise to issues emblematic to labour recruitment in Malaysia. One of the root causes of Malaysia’s oil palm sector recruitment issues lies in the complex network of recruitment agencies, subcontractors and source country middlemen, who oftentimes extract illegal monies, and which are often misunderstood as part of the recruitment fees paid by potential workers before they reach Malaysia. While we adopt best practices for migrant worker recruitment in the course of our operations, migrant workers often continue to be victims of the illegal activities of recruitment agencies, subcontractors and source country middlemen. Undocumented workers often also find it difficult to obtain identification documents from their country of origin and naturalisation of undocumented workers is a common industry issue due to

geopolitical considerations. Accordingly, we together with other large palm oil growers in Malaysia have had to contend with allegations of forced labour at our oil palm plantations in Malaysia, including by the CBP. While there has been no verified evidence that we are guilty of such allegations, forced labour allegations can have the effect of prompting some global buyers to shy away from purchasing our palm oil, or potentially in the worst case scenario trigger a US ban on our palm oil product exports and require a remediation sum to be paid to compensate migrant workers. While we have to date had good grounds to defend against any forced labour allegations and have at all times taken a proactive stance and shown willingness to engage with stakeholders, it has been shown from past allegations of such nature against us and other palm oil growers in Malaysia that review and resolution customarily requires an extended period of time.

Any failure or allegations of failure to comply with SPOP and labour policies may give rise to us suffering damage to our reputation, which could in turn have a material adverse effect on our business, financial conditions, results of operations and prospects.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents (including those published or issued from time to time after the date hereof) shall be deemed to be incorporated in, and to form part of, this Offering Circular:

- (a) the most recently published audited financial statements of the Group since the date of this Offering Circular and, if published later, the most recently published interim financial statements of the Group; and
- (b) all supplements or amendments to this Offering Circular circulated by the Issuer and the Guarantor from time to time,

save that any statement contained herein or in a document which is 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 any such subsequent document which is 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.

Any published unaudited interim financial statements which are, from time to time, deemed to be incorporated by reference in this Offering Circular will not have been audited or subject to review by the auditors of the Group. Accordingly, there can be no assurance that, had an audit or review been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance upon them.

Copies of the documents listed in (a) above which are deemed to be incorporated by reference in this Offering Circular are available at the website of Bursa Malaysia Securities Berhad (**Bursa Securities**) at [https://www.bursamalaysia.com/market\\_information/announcements/company\\_announcement](https://www.bursamalaysia.com/market_information/announcements/company_announcement).

The above website and any other websites referenced in this Offering Circular are intended as guides as to where other public information relating to the Issuer, the Guarantor and the Group may be obtained free of charge. Information appearing in such websites does not form part of this Offering Circular or any relevant Pricing Supplement and none of the Issuer, the Guarantor, the Arrangers and the Dealers 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 the Notes.

The Issuer will provide, without charge, to each person to whom a copy of this Offering Circular has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer at its office set out at the end of this Offering Circular. In addition, such documents will be available free of charge from the registered office of the Guarantor which is set out at the end of this Offering Circular. Upon prior written request and satisfactory proof of holding and identity to the satisfaction of the Trustee, a Pricing Supplement relating to unlisted Notes will only be available to a holder of such Notes at the specified office of the Trustee currently at 20/F CCB Tower, 3 Connaught Road Central, Central, Hong Kong, during normal business hours (being between 9.00 a.m. (Hong Kong Time) and 3.00 p.m. (Hong Kong Time) from Monday to Friday (other than public holidays)) or sent by the Trustee, to the relevant Noteholders by email (provided the Trustee has been supplied with the relevant documents by the Issuer).

If the terms of the Programme are modified or amended in a manner which would make this Offering Circular, as so modified or amended, inaccurate or misleading, a new offering circular or a supplement to the Offering Circular will be prepared.

## FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without coupons attached. Notes (whether in bearer or registered form) will be issued outside the United States in reliance on Regulation S under the Securities Act (**Regulation S**).

### ***Bearer Notes***

Each Tranche of Bearer Notes will be in bearer form and will be initially issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable Pricing Supplement, a permanent global note (a **Permanent Global Note** and, together with the Temporary Global Note, each a **Bearer Global Note**) which will be delivered on or prior to the original issue date of the Tranche to a common depository (the **Common Depository**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream**).

Whilst any 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 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 and Euroclear and/or Clearstream, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (a) interests in a Permanent Global Note of the same Series or (b) for definitive Bearer Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Pricing Supplement and subject, in the case of definitive Bearer Notes, to such notice period as is specified in the applicable Pricing Supplement), in each case 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 against presentation or surrender (as the case may be) of the Permanent Global Note without any requirement for certification.

The applicable Pricing Supplement 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 only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition) has occurred and is continuing, or (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 satisfactory to the Trustee 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 or Registered Global Note (as defined below) in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition if an Exchange Event occurs in respect of a Permanent Global Note. In the event of the occurrence of an Exchange Event in respect of a Permanent Global Note, Euroclear and/or Clearstream (acting on the instructions of any holder of an interest in such Permanent Global Note) may give notice to the Principal Paying Agent requesting exchange and, in the event of the occurrence of an Exchange Event in respect of a Permanent Global Note as described in

(iii) above, the Issuer may also give notice to the Principal 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 Principal Paying Agent.

The following legend will appear on all Bearer Notes which have an original maturity of more than 365 days and on all receipts and interest coupons 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 or Clearstream, as the case may be.

### ***Registered Notes***

Each Tranche of Registered Notes will initially be represented by a global note in registered form (a **Registered Global Note** and, together with the Bearer Global Notes, each a **Global Note**). Registered Global Notes will be deposited with a common depositary for, and registered in the name of a common nominee of the common depositary on behalf of, Euroclear and Clearstream. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of definitive Notes in fully registered form.

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 6.4) as the registered holder of the Registered Global Notes. None of the Issuer, the Guarantor, the Trustee, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising, investigating, monitoring 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 6.4) 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. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs in respect of a Registered Global Note. In the event of the occurrence of an Exchange Event in respect of a Registered Global Note, Euroclear and/or Clearstream (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 in respect of a Registered Global Note as described in part (iii) of the definition “Exchange Event” above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than ten days after the date of receipt of the first relevant notice by the Registrar.



### ***General***

Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Notes*”), the Principal 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 ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes of such Tranche.

Any reference herein to Euroclear and/or Clearstream shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement.

No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

## APPLICABLE PRICING SUPPLEMENT

*Set out below is the form of Pricing Supplement which will be completed for each Tranche of Notes issued under the Programme.*

**[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 (the **Insurance Distribution Directive**) where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (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 (**EUWA**); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. 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.

**[MiFID II/UK MiFIR product governance/target market** – *[appropriate target market legend to be included]*]

**[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the SFA)** – *[To insert notice if classification of the Notes is not prescribed capital markets products, pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]*<sup>1</sup>

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<sup>1</sup> Issuer to confirm classification of Notes at each drawdown. 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.

[Date]

## IOI INVESTMENT (L) BERHAD

*Issuer Legal Entity Identifier (LEI): [254900NBVUUO7810A642]*

### **Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes] Guaranteed by IOI CORPORATION BERHAD under the U.S.\$1,500,000,000 Euro Medium Term Note Programme**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated [date]. This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Offering Circular. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular.

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under an Offering Circular with an earlier date.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular dated [original date]. This document is the Pricing Supplement for the Notes described herein and must be read in conjunction with the Offering Circular dated [current date], save in respect of the Conditions which are extracted from the Offering Circular dated [original date] and are attached hereto. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circulars dated [current date] and [original date].

*[The following language applies if the Notes are intended to be “qualifying debt securities” (as defined in the Income Tax Act, Chapter 134 of Singapore):*

**Notes intended to be Qualifying Debt Securities for the purposes of the Income Tax Act, Chapter 134 of Singapore** (the ITA) – Where interest, discount income, prepayment fee, redemption premium or break cost 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 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, prepayment fee, redemption premium or break cost derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.]

*[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Pricing Supplement.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination [must/may need to] be £100,000 or its equivalent in any other currency.]*

- |    |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | (a) Issuer:                       | IOI Investment (L) Berhad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|    | (b) Guarantor:                    | IOI Corporation Berhad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2. | (a) Series Number:                | [•]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|    | (b) Tranche Number:               | [•]<br><i>(If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)</i>                                                                                                                                                                                                                                                                                                                                                                               |
| 3. | Specified Currency or Currencies: | [•]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4. | Aggregate Nominal Amount:         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|    | (a) Series:                       | [•]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|    | (b) Tranche:                      | [•]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 5. | Issue Price:                      | [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (if applicable)]                                                                                                                                                                                                                                                                                                                                                                                                  |
| 6. | Net Proceeds:                     | [•] <i>(include for listed issues if required by the stock exchange on which the Notes are listed)</i>                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7. | (a) Specified Denominations:      | [•]<br><br><i>(N.B. In the case of Registered Notes, this means the minimum integral amount in which transfers can be made)</i><br><br><i>(Note – in the case of Bearer Notes, where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:</i><br><br><i>“[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].”)</i> |
|    | (b) Calculation Amount:           | [•]<br><br><i>(If only one Specified Denomination, insert the Specified Denomination.</i><br><br><i>If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)</i>                                                                                                                                                                                                                                      |

8. (a) Issue Date: [•]
- (a) Interest Commencement Date: [specify/Issue Date/Not Applicable]
- (N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
9. Maturity Date: [Fixed rate – specify date]  
Floating rate – Interest Payment Date falling in or nearest to [specify month]]
10. Interest Basis: [[•] per cent. Fixed Rate]  
[specify reference rate] +/- [•] per cent. Floating Rate]  
[Zero Coupon]  
[Index Linked Interest]  
[Dual Currency Interest]  
[specify other]  
(further particulars specified below)
11. Redemption/Payment Basis: [Redemption at par]  
[Index Linked Redemption]  
[Dual Currency Redemption]  
[Partly Paid]  
[Instalment]  
[specify other]
12. Change of Interest Basis or Redemption/Payment Basis: [Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]
13. Put/Call Options: [Investor Put]  
[Issuer Call]  
[(further particulars specified below)]
14. (a) Status of the Notes: [Senior]
- (b) Status of the Guarantee: [Senior]
- (c) [Date [Board] approval for issuance of Notes [and Guarantee] obtained: [•] [and [•], respectively]]
- (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)*
15. Listing: [SGX-ST/(specify)/None]
16. Ratings: [•]
17. Method of distribution: [Syndicated/Non-syndicated]

## PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

18. **Fixed Rate Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/other (*specify*)] in arrear]  
*(If payable other than annually, consider amending Condition 5)*
- (b) Interest Payment Date(s): [[•] in each year up to and including the Maturity Date]/[*specify other*]  
*(N.B. This will need to be amended in the case of long or short coupons)*
- (c) Fixed Coupon Amount(s): [•] per Calculation Amount  
*(Applicable to Notes in definitive form.)*
- (d) Broken Amount(s): [•] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [•]  
*(Applicable to Notes in definitive form.)*
- (e) Day Count Fraction: [30/360 or Actual/Actual (ICMA) or [*specify other*]]
- (f) [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)*  
*N.B. This will need to be amended in the case of regular interest payment dates which are not of equal duration*  
*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))]*
- (g) Other terms relating to the method of calculating interest for Fixed Rate Notes: [None/Give details]
19. **Floating Rate Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Specified Period(s)/Specified Interest Payment Dates: [•]
- (b) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*]]
- (c) Additional Business Centre(s): [•]



- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/other (*specify*)]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the [Principal Paying Agent]): [•]
- (f) Screen Rate Determination:
- Reference Rate: [LIBOR/EURIBOR/SONIA/SOFR/other (*give details*)]<sup>1</sup>
  - Index Determination: [Applicable/Not Applicable]
  - 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 and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR*)  
  
[The [London Banking Day/U.S. Government Securities Business Day [immediately following/falling [•] after] the end of [each Observation Period/the Rate Cut-off Date)].] (*Only applicable where the Reference Rate is SONIA or SOFR. Note that Interest Determination Date should fall at least 5 business days prior to the Interest Payment Date unless otherwise agreed with the [Calculation Agent]*)
  - Relevant Screen Page: [•]
  - Observation Method: [Observation Shift/Lag/Lockout]
  - “p”:  
[•]
- (g) ISDA Determination:
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]

<sup>1</sup> Parties to consider the various IBOR cessation dates (particularly 31 December 2021) and the maturity date of the Notes in selecting a Reference Rate.

- (h) Margin(s): [ +/- ] [ • ] per cent. per annum
- (If any changes to the Margin are expected, consider if amendments to Fall Back – SONIA Notes (Condition [5.2(b)(iii)(z)]/to Fall Back – SOFR Notes (Condition [5.2(b)(iv)(z)]) are needed to reflect different margin(s) applicable for the relevant Interest Accrual Period)*
- (i) Minimum Rate of Interest: [ • ] per cent. per annum
- (If any changes to the Minimum Rate of Interest are expected, consider if amendments to Fall Back – SONIA Notes (Condition [5.2(b)(iii)(z)]/to Fall Back – SOFR Notes (Condition [5.2(b)(iv)(z)]) are needed to reflect different minimum rate(s) of interest applicable for the relevant Interest Accrual Period)*
- (j) Maximum Rate of Interest: [ • ] per cent. per annum
- (If any changes to the Maximum Rate of Interest are expected, consider if amendments to Fall Back – SONIA Notes (Condition [5.2(b)(iii)(z)]/to Fall Back – SOFR Notes (Condition [5.2(b)(iv)(z)]) are needed to reflect different maximum rate(s) of interest applicable for the relevant Interest Accrual Period)*
- (k) Day Count Fraction:
- [Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
30/360  
30E/360  
30E/360 (ISDA)  
Other]  
(See Condition 5.2 for alternatives)
- (l) Fallback 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 Conditions:
- [Benchmark Replacement (General) (Condition 5.2(c)(i))/Benchmark Replacement (ARRC) (Condition 5.2(c)(ii))/Not Applicable/specify others if different from those set out in the Conditions]
- (If any changes to the Margin, Minimum Rate of Interest or Maximum Rate of Interest are expected, consider if amendments to the benchmark replacement provisions in Condition 5.2(c)(i)/5.2(c)(ii) are needed to reflect different margin(s), minimum rate(s) of interest or maximum rate(s) of interest applicable for the relevant Interest Accrual Period)*

- (m) Lookback/Suspension Period: [Not Applicable/specify]
- (Only applicable if “Benchmark Replacement (ARRC)” is specified as the relevant fall back provisions above and parties would like to agree the lookback/suspension period upfront. To be no less than 5 business days unless otherwise agreed with the [Calculation Agent])*
20. **Zero Coupon Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Accrual Yield: [•] per cent. per annum
- (b) Reference Price: [•]
- (c) Any other formula/basis of determining amount payable: [•]
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [Conditions 7.5(c) and 7.10 apply/specify other]  
*(Consider applicable day count fraction if not U.S. dollar denominated)*
21. **Index Linked Interest Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Index/Formula: [give or annex details]
- (b) Calculation Agent: [give name]
- (c) Party responsible for calculating the Rate of Interest (if not the Calculation Agent) and Interest Amount (if not the Calculation Agent): [•]
- (d) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (e) Specified Period(s)/Specified Interest Payment Dates: [•]
- (f) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/specify other]
- (g) Additional Business Centre(s): [•]

- (h) Minimum Rate of Interest: [•] per cent. per annum
- (i) Maximum Rate of Interest: [•] per cent. per annum
- (j) Day Count Fraction: [•]
- 22. **Dual Currency Interest Note Provisions** [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Rate of Exchange/method of calculating Rate of Exchange: [give or annex details]
- (b) Party, if any, responsible for calculating the principal and/or interest due (if not the Principal Paying Agent): [•]
- (c) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: [need to include a description of market disruption or settlement disruption events and adjustment provisions]
- (d) Person at whose option Specified Currency(ies) is/are payable: [•]

#### PROVISIONS RELATING TO REDEMPTION

- 23. **Issuer Call:** [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): [•]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[•] per Calculation Amount/specify other/see Appendix]
- (c) If redeemable in part:
  - (i) Minimum Redemption Amount: [•] per Calculation Amount
  - (ii) Maximum Redemption Amount: [•] per Calculation Amount
- (d) Notice period (if other than as set out in the Conditions): [•]  
  
(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee)

24. **Investor Put:** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [•]
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[•] per Calculation Amount/specify other/see Appendix]
- (c) Notice period (if other than as set out in the Conditions): [•]  
*(N.B. If setting notice periods which are different to those provided in the Conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Principal Paying Agent or Trustee)*
25. Final Redemption Amount: [[•] per Calculation Amount/specify other/see Appendix]
26. Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 7.5): [[•] per Calculation Amount/specify other/see Appendix]

#### **GENERAL PROVISIONS APPLICABLE TO THE NOTES**

27. Form of Notes: [Bearer Notes:]
- [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]]
- [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
- [Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]]
- [Registered Notes:
- Regulation S Registered Global Note ([U.S.\$][•] nominal amount) registered in the name of a nominee for a common depositary for Euroclear and Clearstream]

*(Ensure that this is consistent with the wording in the “Form of the Notes” section in the Offering Circular and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 7 includes language substantially to the following effect: “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].” Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)*

28. Additional Financial Centre(s) or other special provisions relating to Payment Days: [Not Applicable/give details]  
*(Note that this paragraph relates to the place of payment and not Interest Period end dates to which sub-paragraphs 19(c) and 21(g) relate)*
29. Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature): [Yes/No. If yes, give details] [Not Applicable]
30. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details. N.B. a new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues]
31. Details relating to Instalment Notes:
- (a) Instalment Amount(s): [Not Applicable/give details]
- (b) Instalment Date(s): [Not Applicable/give details]
32. Redenomination applicable: Redenomination [not] applicable  
*[(If Redenomination is applicable, specify the applicable Day Count Fraction and any provisions necessary to deal with floating rate interest calculation (including alternative reference rates))]*
33. Other terms: [Not Applicable/give details]

## **DISTRIBUTION**

34. (a) If syndicated, names of Managers: [Not Applicable/give name]
- (b) Date of Subscription Agreement: [•]



- (c) Stabilising Manager(s) (if any): [Not Applicable/give *name*]
35. If non-syndicated, name of relevant Dealer: [Not Applicable/give *name*]
36. U.S. Selling Restrictions: [Reg. S Compliance Category [2]; TEFRA D/TEFRA C/TEFRA not applicable]
37. Additional selling restrictions: [Not Applicable/give *details*]

#### **OPERATIONAL INFORMATION**

38. ISIN Code: [•]
39. Common Code: [•]
40. Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A.: [Not Applicable/Give *name(s) and number(s)*]
41. Delivery: Delivery [against/free of] payment
42. Names and addresses of additional Paying Agent(s) (if any): [•]
43. Registrar: [•] (*include in respect of Registered Notes only*)
44. Registration of the Guarantee in respect of the Notes with Bank Negara Malaysia: [date of registration]  
[tenor]  
[amount]

#### **[USE OF PROCEEDS**

*[To include if the use of proceeds is different from that set out in the Offering Circular.]*

#### **PURPOSE OF PRICING SUPPLEMENT**

This Pricing Supplement comprises the final terms required for issue and admission to trading on [the Singapore Exchange Securities Trading Limited] of the Notes described herein pursuant to the U.S.\$1,500,000,000 Euro Medium Term Note Programme of IOI Investment (L) Berhad.

## **RESPONSIBILITY**

The Issuer and the Guarantor accept responsibility for the information contained in this Pricing Supplement.

Signed on behalf of **IOI INVESTMENT (L) BERHAD**

By: .....  
*Duly authorised*

Signed on behalf of **IOI CORPORATION BERHAD:**

By: .....  
*Duly authorised*

## 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 (as defined below), each Definitive Bearer Note (as defined below) and each Definitive Registered Note (as defined below), but, in the case of Definitive Bearer Notes and Definitive Registered Notes, only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such Definitive Bearer Note or Definitive Registered Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Pricing 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 Pricing 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 the Notes” for a description of the content of Pricing Supplement which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series (as defined below) of Notes issued by IOI Investment (L) Berhad (the **Issuer**) constituted by a Trust Deed dated 15 May 2012, as amended by a Supplemental Trust Deed dated 15 October 2021 (as further modified and/or supplemented and/or restated from time to time, the **Trust Deed**), made between the Issuer, IOI Corporation Berhad as guarantor (the **Guarantor**) and China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司)(the **Trustee**, which expression shall include any successor as Trustee).

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

in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;

any Global Note in bearer form (each a **Bearer Global Note**);

any Global Note in registered form (each a **Registered Global Note**);

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

any definitive Notes in registered form (**Definitive Registered Notes** and, together with Registered Global Notes, the **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) have the benefit of an Amended and Restated Agency Agreement dated 15 October 2021 (as further amended and/or supplemented and/or restated from time to time, the **Agency Agreement**), made between the Issuer, the Guarantor, the Trustee, China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司) as issuing and principal paying agent and agent bank (the **Principal Paying Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Principal Paying Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents), China Construction Bank (Asia) Corporation Limited (中國建設銀行(亞洲)股份有限公司) as registrar (the **Registrar**, which expression shall include any successor registrar) and a transfer agent and the other transfer agents named therein (together with the Registrar, the **Transfer Agents**, which expression shall include any additional or successor transfer agents).

Interest bearing Definitive Bearer Notes have interest coupons (**Coupons**) and, if indicated in the applicable Pricing 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. Global Notes and Registered Notes do not have Receipts, Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in the Pricing Supplement attached to or endorsed on this Note which supplement these Terms and Conditions (the **Conditions**) and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the **applicable Pricing Supplement** are to the Pricing Supplement (or the relevant provisions thereof) attached to or endorsed on this Note.

The Trustee acts for the benefit of the holders for the time being of the Notes (the **Noteholders** or **holders** in relation to any Notes, which expression 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) in accordance with the provisions of the Trust Deed. 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.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Upon prior written request and satisfactory proof of holding and identity to the satisfaction of the Trustee, copies of the Trust Deed and Agency Agreement will be available at the specified office of the Trustee currently at 20/F CCB Tower, 3 Connaught Road Central, Central, Hong Kong, during normal business hours (being between 9.00 a.m. (Hong Kong Time) and 3.00 p.m. (Hong Kong Time) from Monday to Friday (other than public holidays)) or sent by the Trustee, to the relevant Noteholders by email (provided the Trustee has been supplied with the relevant documents by the Issuer). Upon prior written request and satisfactory proof of holding and identity to the satisfaction of the Principal Paying Agent, Pricing Supplements (save that any Pricing Supplement relating to unlisted Notes will only be available to a holder of such Notes) will be available at the specified office of the Principal Paying Agent currently at 20/F CCB Tower, 3 Connaught Road Central, Central, Hong Kong, during normal business hours (being between 9.00 a.m. (Hong Kong Time) and 3.00 p.m. (Hong Kong Time) from Monday to Friday (other than public holidays)) or sent by the Principal Paying Agent, to the relevant Noteholders by email (provided the Principal Paying Agent has been supplied with the relevant documents by the Issuer). 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 Trust Deed, the Agency Agreement and the applicable Pricing Supplement which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed and the Agency Agreement.

Words and expressions defined in the Trust Deed, the Agency Agreement or used in the applicable Pricing Supplement shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the Agency Agreement, the Trust Deed will prevail and, in the event of inconsistency between the Trust Deed or the Agency Agreement and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

## 1. FORM, DENOMINATION AND TITLE

The Notes are issued either in bearer form or in registered form, as specified in the applicable Pricing Supplement and, in the case of Definitive Bearer Notes, serially numbered, in the Specified Currency and the Specified Denomination(s). Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination and Bearer Notes may not be exchanged for Registered Notes and *vice versa*.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, a Dual Currency Interest Note or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

This Note may be an Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery and title to the Registered Notes will pass on registration of transfers in accordance with the Agency Agreement. The Issuer, the Guarantor, the Paying Agents, the Registrar (in the case of Registered Notes) and the Trustee will (except as otherwise required by law) deem and treat the bearer of any Bearer Note, Receipt or Coupon and the registered holder of any Registered Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream**), each person (other than Euroclear or Clearstream) who is for the time being shown in the records of Euroclear or of Clearstream as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream as to the nominal 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, the Guarantor, the Paying Agents, the Registrar (in the case of Registered Notes) and the Trustee as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal 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, the Guarantor, any Paying Agent, the Registrar (in the case of Registered Notes) and the Trustee as the holder of such nominal 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. In determining whether a particular person is entitled to a particular nominal amount of Notes as aforesaid, the Trustee and the Agents may rely on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, as the case may be. References to Euroclear and/or Clearstream shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Pricing Supplement or as may otherwise be approved by the Issuer, the Principal Paying Agent and the Trustee.

## **2. TRANSFER OF REGISTERED NOTES**

### **2.1 Transfers of interests in Registered Global Notes**

Transfers of beneficial interests in Registered Global Notes will be effected by Euroclear or Clearstream, as the case may be, and, 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 Pricing Supplement and only in accordance with the rules and operating procedures for the time being of Euroclear or Clearstream, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. Transfers of a Registered Global Note registered in the name of a nominee of a common depository for Euroclear or Clearstream shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee of Euroclear or Clearstream (as the case may be) or to a successor of Euroclear or Clearstream (as the case may be) or such successor's nominee.

### **2.2 Transfers of Registered Notes in definitive form**

Subject as provided in Condition 2.5 (*Closed periods*) below, upon the terms and subject to the conditions set forth in the Agency Agreement, a Definitive Registered Note may be transferred in whole or in part (in the authorised denominations set out in the applicable Pricing 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 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 relevant Transfer Agent; and
- (ii) the relevant Transfer Agent must be satisfied with the documents of title and the identity of the person making the request.

Any such transfer will be subject to such regulations as the Issuer and the Registrar may from time to time prescribe (the initial such regulations being set out in Schedule 3 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within seven business days (being for this purpose a day on which banks are open for business in the city where the specified office of 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 nominal 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.



### **2.3 Registration of transfer upon partial redemption**

In the event of a partial redemption of Notes under Condition 7 (*Redemption and Purchase*), the Issuer shall not be required to register or procure registration of the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

### **2.4 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 shall 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.

### **2.5 Closed periods**

No Noteholder may require the transfer of a Registered Note to be registered during the period of (i) 15 days ending on (and including) the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days before (and including) any date on which Notes may be called for redemption by the Issuer pursuant to Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) and (iii) 15 days ending on (and including) any Payment Date.

### **2.6 Exchanges and transfers of Registered Notes generally**

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

## **3. STATUS OF THE NOTES AND THE GUARANTEE IN RESPECT OF THE NOTES**

### **3.1 Status of the Notes**

The Notes and any related Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* 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.

### **3.2 Status of the Guarantee**

The payment of principal and interest in respect of the Notes and all other moneys payable by the Issuer under or pursuant to the Trust Deed has been unconditionally and irrevocably guaranteed by the Guarantor in the Trust Deed (the **Guarantee**). The obligations of the Guarantor under the Guarantee are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Guarantor and (save for certain obligations required to be preferred by law) rank equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor, from time to time outstanding.

## **4. NEGATIVE PLEDGE**

So long as any Note, Receipt or Coupon (in respect thereof) remains outstanding:

- (a) the Issuer will not create or have outstanding any mortgage, charge, lien, pledge or other security interest (each a Security Interest) upon, or with respect to, any of its present or future business, undertaking, assets or revenues (including any uncalled capital) to secure any International Investment Securities (as defined below), unless the Issuer, in the case of the creation of a Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:

- (i) all amounts payable by it under the Notes and the Coupons are secured by the Security Interest equally and rateably with any such International Investment Securities; or
  - (ii) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is approved by an Extraordinary Resolution (which is defined in the Trust Deed as a resolution duly passed by a majority of not less than three-fourths of the votes cast) of the Noteholders; and
- (b) the Guarantor will ensure that no International Investment Securities of the Guarantor or any of its Principal Subsidiaries (as defined below) will be secured by any Security Interest upon, or with respect to, any of the present or future business, undertaking, assets or revenues (including any uncalled capital) of the Guarantor or any of its Principal Subsidiaries unless the Guarantor, in the case of the creation of the Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:
  - (i) all amounts payable by it under the Guarantee are secured by the Security Interest equally and rateably with any such International Investment Securities; or
  - (ii) such other Security Interest or other arrangement (whether or not it includes the giving of a Security Interest) is approved by an Extraordinary Resolution of the Noteholders.

For the purpose of these Conditions, the term:

**International Investment Securities** means debentures, notes, bonds or other similar investment securities (present or future) evidencing indebtedness with a maturity of not less than one year which (a) either (i) are by their terms payable, or confer a right to receive payment, in any currency other than in Ringgit or (ii) are denominated or payable in Ringgit and more than 50 per cent. of the aggregate principal amount thereof is initially distributed outside Malaysia by or with the authorisation of the Guarantor or the Issuer, and (b) are for the time being, or are capable of being, quoted, listed, ordinarily dealt in or traded on any stock exchange, quotation system or over-the counter or other similar securities market outside Malaysia; and

**Principal Subsidiary** means any corporation or other business entity more than 50 per cent. of the outstanding voting stock of which is for the time being owned directly or indirectly by the Guarantor and either (a) the net sales or net operating revenues of which, as shown by the accounts (consolidated in the case of an entity which itself has subsidiaries) of such entity upon which the latest audited consolidated accounts of the Guarantor have been based, are at least 10 per cent. of the net sales or, as the case may be, the net operating revenues of the Guarantor and its consolidated subsidiaries, if any, as shown by such audited consolidated accounts or (b) the gross assets of which, as shown by the aforementioned accounts, are at least 10 per cent. of the gross assets of the Guarantor and its consolidated subsidiaries, if any, as shown by such audited consolidated accounts.

## 5. INTEREST

### 5.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Pricing Supplement, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Pricing Supplement, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 5.1:

- (a) if “Actual/Actual (ICMA)” is specified in the applicable Pricing Supplement:
  - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Pricing Supplement) that would occur in one calendar year; or
  - (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
    - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
    - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

- (b) if “30/360” is specified in the applicable Pricing Supplement, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In the Conditions, the following expressions have the following meanings:

**Determination Period** means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

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

## **5.2 Interest on Floating Rate Notes and Index Linked Interest Notes**

### **(a) Interest Payment Dates**

Each Floating Rate Note and Index Linked Interest Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year specified in the applicable Pricing Supplement; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each such date, together with each Specified Interest Payment Date, an Interest Payment Date) which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in the Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) above shall apply mutatis mutandis or (b) in the case of (y) above, 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 (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

- (C) the Modified Following Business Day Convention, such Interest Payment 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 Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, **Business Day** means a day which is both:

- (x) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Kuala Lumpur, Hong Kong, London and each Additional Business Centre specified in the applicable Pricing Supplement; and
  - (y) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open.
- (b) Rate of Interest

The Rate of Interest payable from time to time in respect of Floating Rate Notes and Index Linked Interest Notes will be determined in the manner specified in the applicable Pricing Supplement.

(i) **ISDA Determination for Floating Rate Notes**

Where ISDA Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any). For the purposes of this subparagraph (i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Pricing Supplement;
- (B) the Designated Maturity is a period specified in the applicable Pricing Supplement; and
- (C) the relevant Reset Date is either (a) if the applicable Floating Rate Option is based on the London interbank offered rate (LIBOR) or on the Euro-zone interbank offered rate (EURIBOR), the first day of that Interest Period or (b) in any other case, as specified in the applicable Pricing Supplement.

For the purposes of this subparagraph (i), **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Pricing Supplement the Minimum Rate of Interest shall be deemed to be zero.

**(ii) Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being SONIA or SOFR**

(x) Where Screen Rate Determination is specified in the applicable Pricing 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, be either:

(A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(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) on the Interest Determination Date in question plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered 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 (rounded as provided above) of such offered quotations.

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

(y) if the Relevant Screen Page is not available or if, sub-paragraph (x)(A) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(B) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Issuer (or an Independent Adviser appointed by it) 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 Issuer (or an Independent Adviser appointed by it) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer (or an Independent Adviser appointed by it) with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as notified to and determined by the Calculation Agent, provided that if three or more Reference Banks provide the Issuer (or an Independent Adviser appointed by it) with such offered quotations, 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 offered quotations; and

(z) if sub-paragraph (y) above applies and fewer than two Reference Banks are providing offered 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 Issuer (or an Independent Adviser appointed by it) by the Reference Banks or any two or



more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels 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 Issuer (or an Independent Adviser appointed by it) 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 which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels 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 Issuer (or an Independent Adviser appointed by it) 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 paragraph, the Rate of Interest shall be determined in accordance with Condition 5.2(c).

(aa) For the purposes hereof:

**“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; and

**“Reference Banks”** means (i) in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and (ii) 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 Issuer (or an Independent Adviser appointed by it) or as specified hereon.

(iii) **Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being SONIA (the “SONIA Notes”):**

(x) **Compounded Daily SONIA:** For each Floating Rate Note where the Reference Rate is specified as being SONIA and Index Determination is specified as “Not Applicable” in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be Compounded Daily SONIA plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

(1) For the purposes hereof:

**“Compounded Daily SONIA”** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling Overnight Index Average rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SONIA}_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

**“Applicable Period”** means, in relation to an Interest Accrual Period:

- (A) (where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement) the Observation Period relating to such Interest Accrual Period; and
- (B) (where “Lag” or “Lockout” is specified as the Observation Method in the relevant Pricing Supplement) such Interest Accrual Period;

**“d”** means the number of calendar days in the relevant Applicable Period;

**“d<sub>o</sub>”** means, for the relevant Applicable Period, the number of London Banking Days in such Applicable Period;

**“i”** means, for the relevant Applicable Period, a series of whole numbers from one to d<sub>o</sub>, each representing the relevant London Banking Day in chronological order from (and including) the first London Banking Day in such Applicable Period;

**“Interest Determination Date”** means, with respect to a Rate of Interest and Interest Accrual Period:

- (A) (where “Lockout” is specified as the Observation Method in the relevant Pricing Supplement) the London Banking Day immediately following the Rate Cut-off Date; and
- (B) (where “Lag” or “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement) the London Banking Day immediately following the end of each Observation Period,

unless otherwise specified in the relevant Pricing Supplement;

**“London Banking Day”** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

**“n<sub>i</sub>”** means, for any London Banking Day “i”, the number of calendar days from (and including) such London Banking Day “i” up to (but excluding) the following London Banking Day;

**“Non-Reset Date”** means each London Banking Day “i” in an Applicable Period which falls on or after the Rate Cut-Off Date (if any);

**“Observation Period”** means, for the relevant Interest Accrual Period, the period from (and including) the date falling “p” London Banking Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling “p” London

Banking Days prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling “*p*” London Banking Days prior to such earlier date, if any, on which the SONIA Notes become due and payable);

“*p*” means the number of London Banking Days specified in the relevant Pricing Supplement;

“**Rate Cut-Off Date**” means:

(A) (where “Lockout” is specified as the Observation Method in the relevant Pricing Supplement) in relation to any Interest Accrual Period, the date falling “*p*” London Banking Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (or the date falling “*p*” London Banking Days prior to such earlier date, if any, on which the SONIA Notes become due and payable); and

(B) in any other circumstances, no Rate Cut-Off Date shall apply;

“**SONIA<sub>*i*</sub>**” means, in respect of any London Banking Day “*i*” in the Applicable Period, the SONIA Reference Rate for the SONIA Determination Date in relation to such London Banking Day “*i*”, provided that where “Lockout” is specified as the Observation Method, SONIA<sub>*i*</sub> in respect of each Non-Reset Date (if any) in an Applicable Period shall be SONIA<sub>*i*</sub> as determined in relation to the Rate Cut-Off Date;

“**SONIA Determination Date**” means, in respect of any London Banking Day “*i*”:

(A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the London Banking Day falling “*p*” London Banking Days prior to such London Banking Day “*i*”; and

(B) otherwise, such London Banking Day “*i*”;

“**SONIA Reference Rate**” means, in respect of any London Banking Day, a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such London Banking Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Banking Day immediately following such London Banking Day.

(2) Subject to Condition 5.2(c), if, in respect of the determination of SONIA<sub>*i*</sub> for any London Banking Day in the relevant Applicable Period, the Calculation Agent determines that the relevant SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be:

(aa) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at 5.00 p.m. (or, if earlier, close of business) on the relevant London Banking Day; plus

(bb) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

- (y) **Compounded Index SONIA**: For each Floating Rate Note where the Reference Rate is specified as being SONIA and Index Determination is specified as “Applicable” in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be Compounded Index SONIA plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

For the purposes hereof:

“**Compounded Index SONIA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling Overnight Index Average rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left( \frac{\text{SONIA Index}_{end}}{\text{SONIA Index}_{start}} - 1 \right) \times \frac{365}{d}$$

where:

“**d**” means the number of calendar days in the relevant Observation Period;

“**London Banking Day**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**Observation Period**” means, for the relevant Interest Accrual Period, the period from (and including) the date falling “*p*” London Banking Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling “*p*” London Banking Days prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling “*p*” London Banking Days prior to such earlier date, if any, on which the SONIA Notes become due and payable);

“**p**” means the number of London Banking Days specified in the relevant Pricing Supplement;

“**SONIA Index Value**” means, with respect to any London Banking Day:

- (A) the value of the index known as the “SONIA Compounded Index” administered by the Bank of England (or any successor administrator thereof) as published by the Bank of England (or any successor administrator) on the Relevant Screen Page on such London Banking Day provided, however, that in the event that the value originally published is subsequently corrected and such corrected value is published by the Bank of England, as the administrator of SONIA (or any successor administrator of SONIA) on the original date of publication, then such corrected value, instead of the value that was originally published, shall be deemed the SONIA Index Value in relation to such London Banking Day; or
- (B) if the index in sub-paragraph (A) is not published or displayed by the administrator of the SONIA rate or other information service on the relevant Interest Determination Date as specified in the relevant Pricing Supplement, the Reference Rate for the applicable Interest Accrual Period for which the index is not available shall be Compounded Daily SONIA, and for these purposes, the Observation Method shall be deemed to be

“Observation Shift” and “*p*” shall be as specified in the relevant Pricing Supplement, as if Index Determination had been specified as being “Not Applicable” and these alternative elections had been made;

“**SONIA Index<sub>end</sub>**” means the SONIA Index Value on the London Banking Day falling “*p*” London Banking Days before the Interest Payment Date relating to the relevant Interest Accrual Period (or in the case of the final Interest Accrual Period, the Maturity Date); and

“**SONIA Index<sub>start</sub>**” means the SONIA Index Value on the London Banking Day falling “*p*” London Banking Days before the first day of the relevant Interest Accrual Period.

- (z) **Fall Back – SONIA Notes:** In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 5.2(c), the Rate of Interest shall be:

- (1) that determined as at the last preceding Interest Determination Date; or
- (2) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such SONIA Notes for the first Applicable Period had the SONIA Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date.

- (aa) **Acceleration upon Default – SONIA Notes:** If the SONIA Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such SONIA Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant SONIA formula) and the Rate of Interest on such SONIA Notes shall, for so long as any such SONIA Note remains outstanding, be that determined on such date.

- (bb) **Interest Accrual Period:** As used herein, an **Interest Accrual Period** means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the relevant Series of Notes becomes due and payable in accordance with Condition 10, shall be the date on which such Notes become due and payable).

- (iv) **Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being SOFR (the “SOFR Notes”):**

- (x) **Compounded Daily SOFR:** For each Floating Rate Note where the Reference Rate is specified as being SOFR and Index Determination is specified as “Not Applicable” in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be Compounded Daily SOFR plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

- (1) For the purposes of this Condition 5.2(b)(iv):

“**Compounded Daily SOFR**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

**“Applicable Period”** means, in relation to an Interest Accrual Period:

- (A) (where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement) the Observation Period relating to such Interest Accrual Period; and
- (B) (where “Lag” or “Lockout” is specified as the Observation Method in the relevant Pricing Supplement) such Interest Accrual Period;

**“d”** means the number of calendar days in the relevant Applicable Period;

**“d<sub>o</sub>”** means, for the relevant Applicable Period, the number of U.S. Government Securities Business Days in such Applicable Period;

**“i”** means, for the relevant Applicable Period, a series of whole numbers from one to d<sub>o</sub>, each representing the relevant U.S. Government Securities Business Day in chronological order from (and including) the first U.S. Government Securities Business Day in the Applicable Period;

**“Interest Determination Date”** means, with respect to a Rate of Interest and Interest Accrual Period:

- (C) (where “Lockout” is specified as the Observation Method in the relevant Pricing Supplement) the U.S. Government Securities Business Day immediately following the Rate Cut-off Date; and
- (D) (where “Lag” or “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement) the U.S. Government Securities Business Day immediately following the end of each Observation Period,

unless otherwise specified in the relevant Pricing Supplement;

**“n<sub>i</sub>”** means, for any U.S. Government Securities Business Day “i”, the number of calendar days from (and including) such U.S. Government Securities Business Day “i” up to (but excluding) the following U.S. Government Securities Business Day;

**“Non-Reset Date”** means, each U.S. Government Securities Business Day “i” in an Applicable Period which falls on or after the Rate Cut-Off Date (if any);

**“Observation Period”** means, for the relevant Interest Accrual Period, the period from (and including) the date falling “p” U.S. Government Securities Business Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling “p” U.S. Government Securities Business Days prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling “p” U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Notes become due and payable);



“*p*” means the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement;

“**Rate Cut-Off Date**” means:

- (A) (where “Lockout” is specified as the Observation Method in the relevant Pricing Supplement) in relation to any Interest Accrual Period, the date falling “*p*” U.S. Government Securities Business Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (or the date falling “*p*” U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Notes become due and payable); and
- (B) in any other circumstances, no Rate Cut-Off Date shall apply;

“**SOFR<sub>*i*</sub>**” means, in respect of any U.S. Government Securities Business Day “*i*” in the Applicable Period, the SOFR Reference Rate for the SOFR Determination Date in relation to such U.S. Government Securities Business Day “*i*”, provided that where “Lockout” is specified as the Observation Method, SOFR<sub>*i*</sub> in respect of each Non-Reset Date (if any) in an Applicable Period shall be SOFR<sub>*i*</sub> as determined in relation to the Rate Cut-Off Date;

“**SOFR Determination Date**” means, in respect of any U.S. Government Securities Business Day “*i*”:

- (A) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days prior to such U.S. Government Securities Business Day “*i*”; and
- (B) otherwise, such U.S. Government Securities Business Day “*i*”;

“**SOFR Reference Rate**” means, in respect of any U.S. Government Securities Business Day, a reference rate equal to the daily Secured Overnight Financing Rate (“**SOFR**”) as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) published at or around 3:00 p.m. (New York City time) on the New York Federal Reserve’s Website on the next succeeding U.S. Government Securities Business Day for trades made on such U.S. Government Securities Business Day; and

“**U.S. Government Securities Business Day**” means any day except for a Saturday, Sunday or a day on which The Securities Industry and Financial Markets Association (“**SIFMA**”) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (2) Subject to Condition 5.2(c), if, in respect of the determination of SOFR<sub>*i*</sub> for any U.S. Government Securities Business Day in the relevant Applicable Period, the Calculation Agent determines that the relevant SOFR Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SOFR Reference Rate shall be SOFR published on the New York Federal Reserve’s Website on the first preceding U.S. Government Securities Business Day for which SOFR was published on the New York Federal Reserve’s Website;

- (y) **Compounded Index SOFR:** For each Floating Rate Note where the Reference Rate is specified as being SOFR and Index Determination is specified as “Applicable” in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be Compounded Index SOFR plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

For the purposes hereof:

“**Compounded Index SOFR**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Secured Overnight Financing Rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left( \frac{\text{SOFR Index}_{\text{end}}}{\text{SOFR Index}_{\text{start}}} - 1 \right) \times \frac{360}{d}$$

where:

“**d**” means the number of calendar days in the relevant Observation Period;

“**Observation Period**” means, for the relevant Interest Accrual Period, the period from (and including) the date falling “*p*” U.S. Government Securities Business Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) to (but excluding) the date falling “*p*” U.S. Government Securities Business Days prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling “*p*” U.S. Government Securities Business Days prior to such earlier date, if any, on which the SOFR Notes become due and payable);

“*p*” means the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement;

“**SOFR Index Value**” means, with respect to any U.S. Government Securities Business Day:

- (C) the SOFR Index published for such U.S. Government Securities Business Day as such value appears on the Federal Reserve Bank of New York’s Website at 3:00 p.m. (New York time) on such U.S. Government Securities Business Day provided, however, that in the event that the value originally published is subsequently corrected and such corrected value appears on the Federal Reserve Bank of New York’s Website on the original date of publication, then such corrected value, instead of the value that was originally published, shall be deemed the SOFR Index Value in relation to such U.S. Government Securities Business Day; or
- (D) if the index in sub-paragraph (A) is not published or displayed by the administrator of the SOFR rate or other information service on the relevant Interest Determination Date as specified in the relevant Pricing Supplement, the Reference Rate for the applicable Interest Accrual Period for which the index is not available shall be Compounded Daily SOFR, and for these purposes, the Observation Method shall be deemed to be “Observation Shift” and “*p*” shall be

as set out in the relevant Pricing Supplement, as if Index Determination had been specified as being “Not Applicable” and these alternative elections had been made;

“**SOFR Index<sub>end</sub>**” means the SOFR Index Value on the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days before the Interest Payment Date relating to the relevant Interest Accrual Period (or in the case of the final Interest Accrual Period, the Maturity Date); and

“**SOFR Index<sub>start</sub>**” means the SOFR Index Value on the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days before the first day of the relevant Interest Accrual Period; and

“**U.S. Government Securities Business Day**” means any day except for a Saturday, Sunday or a day on which The Securities Industry and Financial Markets Association (“**SIFMA**”) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (z) **Fall Back – SOFR Notes:** In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 5.2(c), the Rate of Interest shall be:
  - (1) that determined as at the last preceding Interest Determination Date; or
  - (2) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such SOFR Notes for the first Applicable Period had the SOFR Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date.
- (aa) **Acceleration upon Default – SOFR Notes:** If the SOFR Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such SOFR Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant SOFR formula) and the Rate of Interest on such SOFR Notes shall, for so long as any such SOFR Note remains outstanding, be that determined on such date.
- (bb) **Interest Accrual Period:** As used herein, an **Interest Accrual Period** means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the relevant Series of Notes becomes due and payable in accordance with Condition 10, shall be the date on which such Notes become due and payable).

(c) **Benchmark Replacement**

Notwithstanding the provisions above in this Condition 5:

- (i) **Benchmark Replacement (General):** Where “Benchmark Replacement (General)” is specified as being applicable in the relevant Pricing Supplement, if a Benchmark Event has occurred in relation to the current Reference Rate when any Rate of Interest (or the relevant component part thereof) remains to be determined by the current Reference Rate, then the following provisions shall apply:

- (a) if there is a Successor Rate prior to the relevant Interest Determination Date relating to the next succeeding Interest Period, the Issuer shall promptly give notice thereof to the Trustee, the Calculation Agent, the Principal Paying Agent and the Noteholders, which shall specify the effective date(s) for such Successor Rate and any consequential changes made to these Conditions. The Calculation Agent or such party responsible for determining the Rate of Interest shall apply such Successor Rate on the relevant Interest Determination Date relating to the next succeeding Interest Period for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
- (b) if there is no Successor Rate prior to the relevant Interest Determination Date relating to the next succeeding Interest Period, the Issuer shall determine (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) an Alternative Reference Rate (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes and shall promptly give notice thereof to the Trustee, the Calculation Agent, the Principal Paying Agent and the Noteholders, which shall specify the effective date(s) for such Alternative Reference Rate and any consequential changes made to these Conditions. The Calculation Agent or such party responsible for determining the Rate of Interest shall apply such Alternative Reference Rate on the relevant Interest Determination Date relating to the next succeeding Interest Period for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
- (c) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is notified by the Issuer to the Trustee, the Calculation Agent, the Principal Paying Agent and the Noteholders in accordance with the preceding provisions, such Successor Rate or, failing which, an Alternative Reference Rate (as applicable) shall be the Reference Rate for each of the future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.2(c)(i); provided, however, that if sub-paragraph (a) or (b) applies and the Issuer does not notify the Trustee, the Calculation Agent, the Principal Paying Agent and the Noteholders a Successor Rate or an Alternative Reference Rate prior to the relevant Interest Determination Date relating to the next succeeding Interest Period, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the preceding Interest Period (or alternatively, if there has not been a first Interest Payment Date, the rate of interest shall be the initial Rate of Interest (if any)); for the avoidance of doubt, the proviso in this sub-paragraph (c) shall apply to the relevant Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5.2(c)(i);
- (d) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is notified by the Issuer to the Trustee, the Calculation Agent, the Principal Paying Agent and the Noteholders in accordance with the above provisions, the Issuer may also specify changes to these Conditions, including but not limited to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date and/or the definition of Reference Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate or the Alternative Reference Rate (as applicable); and

- (e) if the Issuer (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) determines that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Reference Rate (as applicable). If the Issuer is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread. For the avoidance of doubt, the Trustee and the Principal Paying Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions (such amendments, the **“Benchmark Amendments”**) as may be required in order to give effect to this Condition 5.2(c)(i). Noteholders’ consent shall not be required in connection with effecting the Successor Rate or Alternative Reference Rate (as applicable) or such other changes, including for the execution of any documents or other steps by the Trustee or Principal Paying Agent (if required).

For the purposes of this Condition 5.2(c)(i):

**“Adjustment Spread”** means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Issuer (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) determines is required to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Noteholders, Receipholders and Couponholders as a result of the replacement of the current Reference Rate with the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the current Reference Rate with the Successor Rate by any Relevant Nominating Body;
- (ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Issuer (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) determines is recognised or acknowledged as being in customary market usage in international debt capital markets transactions which reference the current Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the Issuer in its discretion determines (acting in good faith and in a commercially reasonable manner, which may include consultation with an Independent Adviser) to be appropriate;

**“Alternative Reference Rate”** means the rate that the Issuer (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) determines has replaced the current Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Specified Currency and of a comparable duration to the relevant Interest Period, or, if the Issuer determines that there is no such rate, such other rate as the Issuer determines in its

discretion (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, which may include consultation with an Independent Adviser) is most comparable to the current Reference Rate;

**“Benchmark Event”** means the earlier to occur of:

- (i) the current Reference Rate ceasing to exist or be published;
- (ii) the later of (a) the making of a public statement by the administrator of the current Reference Rate that it will, by a specified date, cease publishing the current Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the current Reference Rate) and (b) the date falling six months prior to such specified date;
- (iii) the making of a public statement by the supervisor of the administrator of the current Reference Rate that the current Reference Rate has been permanently or indefinitely discontinued or is prohibited from being used or that its use is subject to restrictions or adverse consequences or, where such discontinuation, prohibition, restrictions or adverse consequences are to apply from a specified date after the making of any public statement to such effect, the later of the date of the making of such public statement and the date falling six months prior to such specified date; and
- (iv) it has or will prior to the next Interest Determination Date become unlawful for the Calculation Agent, any Paying Agent, (if specified in the relevant Pricing Supplement) such other party responsible for the calculation of the Rate of Interest, or the Issuer to determine any Rate of Interest and/or calculate any Interest Amount using the current Reference Rate specified in the relevant Pricing Supplement (including, without limitation, under Regulation (EU) No. 2016/1011, if applicable);

**“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 under this Condition 5.2(c)(i);

**“Relevant Nominating Body”** means, in respect of a Reference Rate:

- (i) the central bank for the currency to which the Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate; or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof; and

**“Successor Rate”** means the rate that is a successor to or replacement of the current Reference Rate which is formally recommended by any Relevant Nominating Body.

- (ii) *Benchmark Replacement (ARRC)*: Where “Benchmark Replacement (ARRC)” is specified as being applicable in the relevant Pricing Supplement, if the Issuer or its designee determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any determination of the Benchmark on any date, then the following provisions shall apply:



- (a) the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations on all subsequent dates, and the Issuer shall promptly give notice thereof to the Trustee, the Calculation Agent, the Principal Paying Agent and the Noteholders, which shall specify the effective date(s) for such Benchmark Replacement and any Benchmark Replacement Conforming Changes;
- (b) in connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time;
- (c) any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 5.2(c)(ii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, may be made in the Issuer or its designee's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from any other party.

For the purposes of this Condition 5.2(c)(ii):

“**ARRC**” means the U.S. Federal Reserve Alternative Reference Rates Committee;

“**Benchmark**” means, initially, LIBOR or SOFR (as specified in the applicable Pricing Supplement); provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to LIBOR or SOFR (as applicable) or the then-current Benchmark (or the daily published component used in the calculation thereof, if any), then “**Benchmark**” means the applicable Benchmark Replacement;

“**Benchmark Replacement**” means the Interpolated Benchmark; provided that if the Issuer or its designee cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then “**Benchmark Replacement**” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) (where the then-current Benchmark is other than SOFR) the sum of: (a) Term SOFR and (b) the Benchmark Replacement Adjustment;
- (ii) (where the then-current Benchmark is other than SOFR) the sum of: (a) Compounded SOFR and (b) the Benchmark Replacement Adjustment;
- (iii) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (iv) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment; and
- (v) the sum of: (a) the alternate rate of interest that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of



interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment;

**“Benchmark Replacement Adjustment”** means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment; and
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Period” and “Interest Accrual Period”, timing and frequency of determining rates and making payments of interest, changes to the definition of “Corresponding Tenor” solely when such tenor is longer than the Interest Period or Interest Accrual Period, and other administrative matters) that the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

**“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark:

- (i) in the case of paragraphs (i) or (ii) of the definition of “Benchmark Transition Event”, the later of: (a) the date of the public statement or publication of information referenced therein, and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (ii) in the case of paragraph (iii) of the definition of “Benchmark Transition Event”, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

**“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof, if any):

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

**“Compounded SOFR”** means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate (which will be compounded in arrears with a lookback and/or suspension period as a mechanism to determine the interest amount payable prior to the end of each Interest Period or Interest Accrual Period) being established by the Issuer or its designee in accordance with:

- (i) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded SOFR; provided that
- (ii) if, and to the extent that, the Issuer or its designee determines that Compounded SOFR cannot be determined in accordance with paragraph (i) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Issuer or its designee giving due consideration to any industry-accepted market practice for U.S. dollar-denominated floating rate notes at such time.

Notwithstanding the foregoing, Compounded SOFR may include such lookback and/or suspension period as specified in the relevant Pricing Supplement as a mechanism to determine the interest amount payable prior to the end of each Interest Period or Interest Accrual Period;

**“Corresponding Tenor”** with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark;

**“designee”** means a designee as selected and separately appointed by the Issuer in writing, which may include a subsidiary or affiliate of the Issuer or an Independent Adviser;

**“Federal Reserve Bank of New York’s Website”** means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source;

**“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 under this Condition 5.2(c)(ii);

**“Interpolated Benchmark”** with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between:

- (i) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor; and
- (ii) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor;

**“ISDA Definitions”** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

**“ISDA Fallback Adjustment”** means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor;

**“ISDA Fallback Rate”** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**“LIBOR”** means London Interbank Offered Rate;

**“Reference Time”** with respect to any determination of the Benchmark means:

- (i) if the Benchmark is LIBOR, 11:00 a.m. (London time) on the day that is two London banking days preceding the date of such determination;
- (ii) if the Benchmark is SOFR and Index Determination is specified as “Not Applicable” in the relevant Pricing Supplement, 3:00 p.m. (New York time) on the next succeeding U.S. Government Securities Business Day in respect of any U.S. Government Securities Business Day;
- (iii) if the Benchmark is SOFR and Index Determination is specified as “Applicable” in the relevant Pricing Supplement, 3:00 p.m. (New York time) on the relevant U.S. Government Securities Business Day; and
- (iv) if the Benchmark is not LIBOR nor SOFR, the time determined by the Issuer or its designee in accordance with the Benchmark Replacement Conforming Changes;

“**Relevant Governmental Body**” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

“**SOFR**” with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York’s Website;

“**Term SOFR**” means the forward-looking term rate for the applicable Corresponding Tenor based on SOFR that has been selected or recommended by the Relevant Governmental Body;

“**Unadjusted Benchmark Replacement**” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment; and

“**U.S. Government Securities Business Day**” means any day except for a Saturday, Sunday or a day on which The Securities Industry and Financial Markets Association (“**SIFMA**”) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(d) Minimum Rate of Interest and/or Maximum Rate of Interest

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(e) Determination of Rate of Interest and calculation of Interest Amounts

The Calculation Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of Index Linked Interest Notes, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of Index Linked Interest Notes, the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Calculation Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes or Index Linked Interest Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes or Index Linked Interest Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes or Index Linked Interest Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note or an Index Linked Interest Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2:

- (i) if “Actual/Actual (ISDA)” or “Actual/Actual” is specified in the applicable Pricing 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 (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “Actual/365 (Fixed)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (iii) if “Actual/365 (Sterling)” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if “Actual/360” is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (v) if “30/360”, “360/360” or “Bond Basis” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{DayCountFraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if “30E/360” or “Eurobond Basis” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{DayCount Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (vii) if “30E/360 (ISDA)” is specified in the applicable Pricing Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{DayCount Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y<sub>1</sub>” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y<sub>2</sub>” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M<sub>1</sub>” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M<sub>2</sub>” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D<sub>1</sub>” 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 would be 31, in which case D<sub>1</sub> will be 30; and

“D<sub>2</sub>” 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 would be 31, in which case D<sub>2</sub> will be 30.

(f) Notification of Rate of Interest and Interest Amounts

The Principal Paying 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 and the Trustee and notice thereof to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Interest Amount and Interest Payment Date so notified 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 14 (*Notices*).

(g) Determination or Calculation by Trustee

If for any reason at any relevant time the Calculation Agent defaults in its obligation to determine the Rate of Interest or defaults in its obligation to calculate any Interest Amount in accordance with subparagraph (b)(i) or subparagraph (b)(ii) above or as otherwise specified in the applicable Pricing Supplement, as the case may be, and in each case in accordance with paragraph (e) above, the Trustee, subject to it being indemnified and/or secured and/or pre-funded to its satisfaction, may (but is not obliged to) appoint an expert, following consultation with the Issuer at the cost of the Issuer, to determine the Rate of Interest at such rate as, in its absolute discretion (having such regard as it shall think fit to the foregoing provisions of this Condition, but subject always to any Minimum Rate of Interest or Maximum Rate of Interest specified in the applicable Pricing Supplement), it shall deem fair and reasonable in all the circumstances or, as the case may be, the expert appointed by the Trustee shall calculate the Interest Amount(s) in such manner as it shall deem fair and reasonable in all the circumstances and each such determination or calculation shall be deemed to have been made by the Principal Paying Agent or the Calculation Agent, as applicable. The Trustee will not be in any way responsible for any Liability incurred by reason of any misconduct, action, inaction, omission or default on the part of any such expert.

(h) 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 5.2 (*Interest on Floating Rate Notes and Index Linked Interest Notes*), whether by the Calculation Agent or the expert appointed by the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Trustee, the Principal Paying Agent, the Registrar (if applicable), the Calculation Agent (if applicable), the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders or the Couponholders shall attach to the Principal Paying Agent or, if applicable, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

### 5.3 Interest on Dual Currency Interest Notes

The rate or amount of interest payable in respect of Dual Currency Interest Notes shall be determined in the manner specified in the applicable Pricing Supplement.



## **5.4 Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

## **5.5 Accrual of interest**

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 payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) as provided in the Trust Deed.

## **6. PAYMENTS**

### **6.1 Method of payment**

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by wire transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and
- (b) payments in euro will be made by wire transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*) 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 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8 (*Taxation*)) any law implementing an intergovernmental approach thereto.

### **6.2 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 6.1 (*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, and payments of interest 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 Coupons, 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 and its possessions)).

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 6.1 (*Method of payment*) above only 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 6.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any

sum due, endorsement) of the relevant Definitive Bearer Note 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.

Fixed Rate Notes in definitive bearer form (other than Dual Currency Notes, Index Linked Notes or Long Maturity Notes (as defined below)) 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 in Condition 8 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (*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 Fixed Rate Note 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 further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note, Dual Currency Note, Index Linked Note or Long Maturity 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 further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

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.

### **6.3 Payments in respect of Bearer Global Notes**

Payments of principal and interest (if any) in respect of Bearer Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to Definitive Bearer Notes or otherwise 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.

### **6.4 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 Paying Agent. 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**) (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream are open for business) before the relevant due date and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. For these purposes, **Designated Account** means the account (which, in the case of a payment in Japanese yen to a non resident of Japan, shall be a non resident 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 (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) 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 by wire transfer on the due date to the Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream are open for business) before the relevant due date and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **Record Date**). 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.

No commissions or expenses shall be charged to the holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

None of the Issuer, the Guarantor, the Trustee 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.

## **6.5 General provisions applicable to payments**

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 or, as the case may be, the Guarantor will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, as the case may be, for his share of each payment so made by the Issuer or, as the case may be, the Guarantor to, or to the order of, the holder of such Global Note.

## **6.6 Payment Day**

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, 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 further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 9 (*Prescription*)) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (i) in the case of Notes in definitive form only, the relevant place of presentation;
  - (ii) Hong Kong or, if the location of the Principal Paying Agent is not Hong Kong, the location of the Principal Paying Agent;
  - (iii) each Additional Financial Centre specified in the applicable Pricing Supplement; and
- (b) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

## **6.7 Interpretation of principal and interest**

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Notes redeemable in instalments, the Instalment Amounts;
- (f) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7.5 (Redemption and Purchase – Early Redemption Amounts)), and
- (g) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

## **7. REDEMPTION AND PURCHASE**

### **7.1 Redemption at maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note and Dual Currency Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date.

## **7.2 Redemption for tax reasons**

The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is neither a Floating Rate Note, an Index Linked Interest Note nor a Dual Currency Interest Note) or on any Interest Payment Date (if this Note is either a Floating Rate Note, an Index Linked Interest Note or a Dual Currency Interest Note), on giving not less than 30 nor more than 60 days' notice to the Trustee and the Principal Paying Agent and, in accordance with Condition 14 (*Notices*), the Noteholders (which notice shall be irrevocable), if the Issuer satisfies the Trustee immediately before the giving of such notice that:

- (a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) or the Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making payment itself would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and
- (b) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 30 days prior to the earliest date on which the Issuer or, as the case may be, the Guarantor would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Trustee a certificate signed by any authorised signatory of the Issuer or, as the case may be, any authorised signatory of the Guarantor 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 or, as the case may be, the Guarantor has or will become obliged to pay such additional amounts as a result of such change or amendment and the Trustee shall be entitled without being liable to any person, to conclusively rely on such certificate and opinion without investigation and to accept such certificate and opinion as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders, the Receiptholders and the Couponholders.

Notes redeemed pursuant to this Condition 7.2 will be redeemed at their Early Redemption Amount referred to in Condition 7.5 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

## **7.3 Redemption at the option of the Issuer (Issuer Call)**

If Issuer Call is specified in the applicable Pricing Supplement, the Issuer may, having given:

- (a) not less than 15 nor more than 30 days' notice to the Noteholders in accordance with Condition 14 (*Notices*); and
- (b) not less than 10 days before the giving of the notice referred to in (a) above, notice to the Trustee and to the Principal Paying Agent and, in the case of Redemption of Registered Notes, the Registrar;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable

Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Pricing Supplement. In the case of a partial redemption of Definitive Bearer Notes or Definitive Registered Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by Definitive Bearer Notes or Definitive Registered Notes, and in accordance with the rules of Euroclear and/or Clearstream, in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). 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 14 (*Notices*) not less than 15 days prior to the date fixed for redemption. 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 7.3 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 (*Notices*) at least five days prior to the Selection Date.

#### **7.4 Redemption at the option of the Noteholders (Investor Put)**

If Investor Put is specified in the applicable Pricing Supplement, upon the holder of any Note giving to the Issuer in accordance with Condition 14 (*Notices*) not less than 15 nor more than 30 days' notice the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 7.4 in any multiple of their lowest Specified Denomination. It may be that before an Investor Put can be exercised, certain conditions and/or circumstances will need to be satisfied. Where relevant, the provisions will be set out in the applicable Pricing Supplement.

To exercise the right to require redemption of this Note the holder of this Note must, if this Note is in definitive form and held outside Euroclear and Clearstream, deliver, at the specified office of any Paying Agent (in the case of Definitive Bearer Notes) or the Registrar (in the case of Definitive Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar, falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any 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 bank account to which payment is to be made under this Condition and, in the case of Registered Notes, the nominal amount thereof to be redeemed and, if less than the full nominal 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 2.2 (*Transfers of Registered Notes in definitive form*). If this Note is a Definitive Bearer Note, the Put Notice must be accompanied by this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control. If this Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream (which may include notice being given on his instruction by Euroclear or Clearstream or any common depositary, as the case may be, for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear and Clearstream from time to time and, if this Note is represented by a Global Note, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly.



Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream given by a holder of any Note pursuant to this Condition 7.4 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and the Trustee has declared the Notes to be due and payable pursuant to Condition 10 (*Events of Default*), in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 7.4.

### 7.5 Early Redemption Amounts

For the purpose of Condition 7.2 (*Redemption for tax reasons*) above and Condition 10 (*Events of Default*), each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (a) in the case of a Note with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof;
- (b) in the case of a Note (other than a Zero Coupon Note but including an Instalment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price or which is payable in a Specified Currency other than that in which the Note is denominated, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the applicable Pricing Supplement, at its nominal amount; or
- (c) in the case of a Zero Coupon Note, at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

**RP** means the Reference Price;

**AY** means the Accrual Yield 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 the 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,

or on such other calculation basis as may be specified in the applicable Pricing Supplement.

### 7.6 Instalments

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates. In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 7.5 (*Early Redemption Amounts*).

### 7.7 Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.



## **7.8 Purchases**

The Issuer, the Guarantor or any other subsidiary of the Guarantor may at any time purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) in any manner and at any price in the open market or otherwise. All such Notes must be surrendered to any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) for cancellation.

## **7.9 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 any Notes purchased and cancelled pursuant to Condition 7.8 (*Purchases*) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) cannot be reissued or resold.

## **7.10 Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 7.1 (*Redemption at maturity*), 7.2 (*Redemption for tax reasons*), 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) or 7.4 (*Redemption at the option of the Noteholders (Investor Put)*) above or upon its becoming due and repayable as provided in Condition 10 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.5(c) (*Early Redemption Amounts*) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Principal Paying Agent or the Trustee and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*).

## **8. TAXATION**

- 8.1** All payments of principal and interest in respect of the Notes, Receipts and Coupons by the Issuer or the Guarantor will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (a) presented for payment in any Tax Jurisdiction; or
- (b) the holder of which is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note, Receipt or Coupon (including, without limitation, the holder being a resident or having a permanent establishment in Labuan or generally in Malaysia) or where

the holding or deduction could be avoided by the holder making a declaration of non-residence or other similar claim for exemption to the appropriate authority which such holder is legally capable and competent of making but fails to do so; or

- (c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.6 (*Payment Day*)).

As used herein:

- (i) **Tax Jurisdiction** means Labuan or Malaysia or, in each case, any political subdivision or any authority thereof or therein having power to tax; and
- (ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

**8.2** Neither the Trustee nor the Agents shall be responsible for paying any tax, duty, charge, withholding or other payment referred to in this Condition 8 or for determining whether such amounts are payable or the amount thereof, and shall not be responsible or liable for any failure by the Issuer, the Guarantor, the Noteholders or any other person to pay such tax, duty, charge, withholding or other payment in any jurisdiction or to provide any notice or information to the Trustee or any Agent that would permit, enable or facilitate the payment of any principal, premium (if any), interest or other amount under or in respect of the Notes without deduction or withholding for or on account of any tax, duty, charge, withholding or other payment imposed by or in any jurisdiction.

## **9. PRESCRIPTION**

The Notes, Receipts and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (*Taxation*)) therefor.

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 or Condition 6.2 (*Presentation of Definitive Bearer Notes, Receipts and Coupons*) or any Talon which would be void pursuant to Condition 6.2 (*Presentation of Definitive Bearer Notes, Receipts and Coupons*).

## **10. EVENTS OF DEFAULT**

### **10.1 Events of Default**

The Trustee at its discretion may, and if so requested in writing by the holders of at least 30 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of Noteholders shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer and the Guarantor that the Notes are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount, together with accrued interest as provided in the Trust Deed, in any of the following events (**Events of Default**):

- (a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them on the due date of payment thereof and such default continues for seven days; or

- (b) if the Issuer or the Guarantor fails to perform or observe any of its other obligations under these Conditions or the Trust Deed and (except in any case where the Trustee considers the failure to be incapable of remedy, when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days (or such longer period as the Trustee may permit) following the service by the Trustee on the Issuer or the Guarantor (as the case may be) of notice requiring the same to be remedied; or
- (c) if (i) any Indebtedness for Borrowed Money (as defined below) of the Issuer, the Guarantor or any Principal Subsidiary becomes capable of being declared due and repayable prematurely by reason of an event of default (however described); (ii) the Issuer, the Guarantor or any Principal Subsidiary fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment as extended by any applicable grace period; (iii) any security given by the Issuer, the Guarantor or any Principal Subsidiary for any Indebtedness for Borrowed Money becomes enforceable; or (iv) default is made by the Issuer, the Guarantor or any Principal Subsidiary in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person provided that no event described in this subparagraph 10.1(c) shall constitute an Event of Default unless the relevant amount of Indebtedness for Borrowed Money or other relative liability due and unpaid, either alone or when aggregated (without duplication) with other amounts of Indebtedness for Borrowed Money and/or other liabilities due and unpaid relative to all (if any) other events specified in (i) to (iv) above, amounts to at least U.S.\$35,000,000 (or its equivalent in any other currency); or
- (d) if any order is made by any competent court or resolution is passed for the winding up or dissolution of the Issuer, the Guarantor or any Principal Subsidiary, or the Issuer, the Guarantor or any Principal Subsidiary becomes capable of being dissolved under applicable laws, save for (a) the purposes of reorganisation on terms approved by an Extraordinary Resolution of the Noteholders, or (b) in the case of a Principal Subsidiary, for the purposes of a reorganisation whereby the undertaking and assets of the Principal Subsidiary are transferred or otherwise vested in the Issuer, the Guarantor or another subsidiary of the Guarantor; or
- (e) if the Issuer, the Guarantor or any Principal Subsidiary ceases or threatens to cease to carry on the whole or a substantial part of its business, save for (a) the purposes of reorganisation on terms approved by an Extraordinary Resolution of the Noteholders or (b) in the case of a Principal Subsidiary, for the purposes of a reorganisation whereby the undertaking and assets of the Principal Subsidiary are transferred or otherwise vested in the Issuer, the Guarantor or another subsidiary of the Guarantor, or the Issuer, the Guarantor or any Principal Subsidiary stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (f) if (i) proceedings are initiated against the Issuer, the Guarantor or any Principal Subsidiary under any applicable liquidation, insolvency, composition, reorganisation or other similar laws or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver, manager, administrator or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer, the Guarantor or any Principal Subsidiary or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the

undertaking or assets of any of them, and (ii) in any such case (other than the appointment of an administrator) unless initiated by the relevant company, is not discharged within 30 days; or

- (g) if the Issuer, the Guarantor or any Principal Subsidiary (i) initiates or consents to judicial proceeding relating to itself under any applicable liquidation, insolvency, composition, reorganisation or other similar laws (including the obtaining of a moratorium in respect of any of its Indebtedness for Borrowed Money or any Guarantee of any Indebtedness for Borrowed Money given by it) or (ii) makes a conveyance or assignment for the benefit of, takes any action for a readjustment or deferment of any of its obligations with, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors); or
- (h) if the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect; or
- (i) if the Issuer ceases to be a wholly-owned subsidiary of the Guarantor; or
- (j) if it is or will become unlawful for the Issuer or the Guarantor to perform or comply with any of its obligations under or in respect of the Notes or the Trust Deed or the Agency Agreement, or the Trust Deed, the Agency Agreement or any of the Notes ceases for any reason (or is claimed by the Issuer or the Guarantor not) to be the legal and valid obligations of the Issuer or the Guarantor binding upon it in accordance with its terms, or any litigation, arbitration or administrative proceedings is current or pending to restrain the exercise of any of the rights and/or the performance or enforcement of or compliance with any of the obligations of the Issuer or the Guarantor under the Trust Deed, the Agency Agreement or any of the Notes; or
- (k) if (i) all or any substantial part of the undertaking, assets and revenues of the Issuer, the Guarantor or any of its Principal Subsidiaries is condemned, seized or otherwise appropriated by any person acting under the authority of any national, regional or local government or (ii) the Issuer, the Guarantor or any Principal Subsidiary is prevented by any such person from exercising normal control over all or any substantial part of its undertaking, assets and revenues; or
- (l) if the Government declares a general moratorium with respect to the repayment of any indebtedness of the Issuer, the Guarantor or any Principal Subsidiary; or
- (m) if any event occurs which, under the laws of any Relevant Jurisdiction, has or may have, in the Trustee's opinion, an analogous effect to any of the events referred to in subparagraphs (d) to (l) above.

For the purpose of this Condition, **Indebtedness for Borrowed Money** means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any notes, bonds, debentures, debenture stock, loan stock or other securities or any borrowed money or any liability under or in respect of any acceptance or acceptance credit.

## 10.2 Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the provisions of the Trust Deed, the Notes, the Receipts and the Coupons, but it shall not be bound to take any such proceedings or any other action in relation to the Trust Deed, the Notes, the Receipts or the Coupons unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of

at least 30 per cent in principal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction against all action, proceedings, claims and demands to which it may be or become liable and all costs, charges, damages, expenses (including legal expenses) and liabilities which may be incurred by it in connection therewith, and the Trustee is not responsible for any loss or liability incurred by any person as a result of any delay in it exercising such discretion or power, taking such action, making such decision, or giving such direction or certification where the Trustee is seeking such directions.

No Noteholder, Receiptholder or Couponholder shall be entitled to proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

## **11. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS**

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Principal Paying Agent, or as the case may be, the Registrar, 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, the Principal Paying Agent or the Registrar may require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## **12. PAYING AGENTS AND REGISTRAR**

The names of the initial Paying Agents and the Registrar and their initial specified offices are set out below.

The Issuer is entitled, with the prior written approval of the Trustee, to vary or terminate the appointment of the Registrar or any Paying Agent and/or appoint additional or other Paying Agents, Registrar or Transfer Agents and/or approve any change in the specified office through which any Paying Agent and/or Registrar and/or Transfer Agent acts, provided that:

- (a) there will at all times be a Principal Paying Agent and a Registrar;
- (b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority or entity, there will at all times be a Paying Agent, which may be the Principal Paying Agent, and a Transfer Agent, which may be the Registrar, with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority or entity;
- (c) so long as the Notes are listed on the Singapore Exchange Securities Trading Limited (SGXST) and the rules of the SGX-ST so require, in the event that any of the Global Notes are exchanged for Notes in definitive form, there will at all times be a Paying Agent in Singapore. In addition, an announcement of such exchange will be made through the SGX-ST. Such announcement will include material information with respect to the delivery of the Definitive Notes, including details of the Paying Agent in Singapore.

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 30 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14 (*Notices*).

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and the Guarantor and, in certain circumstances specified therein, of the Trustee 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 Paying 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 paying agent.

### **13. 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 Principal 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 9 (*Prescription*).

### **14. NOTICES**

All notices regarding Bearer Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in Asia (which is expected to be the Wall Street Journal Asia). All notices regarding the Registered Notes will be deemed to be validly given if 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.

So long as the Notes are listed and/or admitted to trading, notices required to be given to the holders of the Notes pursuant to the Conditions shall also be published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are listed and/or admitted to trading. If any such publication is not practicable, notice required to be given pursuant to the Conditions shall be validly given if published in another leading daily English language newspaper with general circulation in Asia. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream and/or any alternative clearing system, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream and/or any alternative clearing system for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will in any event be published in accordance with the preceding paragraphs. Any such notice shall be deemed to have been given to the holders of the Notes on the day on which the said notice was given to Euroclear and/or Clearstream and/or any alternative clearing system.

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 relative Note or Notes, with the Principal Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent or the Registrar through Euroclear and/or Clearstream and/or any alternative clearing system, as the case may be, in such manner as the Principal Paying Agent, the Registrar and Euroclear and/or Clearstream and/or any alternative clearing system, as the case may be, may approve for this purpose.



## 15. MEETINGS OF NOTEHOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION

The Trust Deed contains provisions for convening meetings (including by way of conference call using a videoconference platform) of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons, the Agency Agreement or any of the provisions of the Trust Deed. Such a meeting may be convened by the Issuer and the Guarantor (acting together) or the Trustee and shall be convened by the Issuer if required in writing by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Receipts, the Coupons, the Agency Agreement or the Trust Deed (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, the Receipts or the Coupons), the quorum shall be one or more persons holding or representing not less than three-quarters in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one-quarter in nominal amount of the Notes for the time being outstanding. The Trust Deed does not contain any provisions requiring higher quorums in any circumstances. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting.

In addition, a resolution in writing signed by or on behalf of Noteholders of not less than 75 per cent. in principal amount of the Notes who for the time being are entitled to receive notice of a meeting of Noteholders under the Trust Deed will take effect as if it were an Extraordinary Resolution. 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.

The Trustee, the Principal Paying Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (a) any modification (except such modifications in respect of which an increased quorum is required as mentioned above) of the Notes, the Receipts, the Coupons or the Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

The Trustee may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes, the Agency Agreement or the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or potential Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders so to do or may agree, without any such consent as aforesaid, to any modification which is of a formal, minor or technical nature or to correct a manifest error or an error which, in the opinion of the Trustee, is proven. Any such modification,



authorisation or waiver shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification, authorisation or waiver shall be notified by the Issuer to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable thereafter.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Trustee shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders, Receiptholders or Couponholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders, Receiptholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder, Receiptholder or Couponholder be entitled to claim, from the Issuer, the Guarantor, the Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders, Receiptholders or Couponholders except to the extent already provided for in Condition 8 (*Taxation*) and/or any undertaking or covenant given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

#### **16. INDEMNIFICATION OF THE TRUSTEE AND TRUSTEE CONTRACTING WITH THE ISSUER AND THE GUARANTOR**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified and/or secured and/or pre-funded to its satisfaction. The Trust Deed provides that, when determining whether an indemnity or any security or pre-funding is satisfactory to it, the Trustee shall be entitled (i) to evaluate its risk in any given circumstance by considering the worst-case scenario and (ii) to require that any indemnity or security given to it by the Noteholders, the Couponholders or any of them be given on a joint and several basis and be supported by evidence satisfactory to it as to the financial standing and creditworthiness of each counterparty and/or as to the value of the security and an opinion as to the capacity, power and authority of each counterparty and/or the validity and effectiveness of the security.

The Trust Deed also contains provisions pursuant to which the Trustee and its directors and officers are entitled, *inter alia*, (a) to enter into business transactions with the Issuer, the Guarantor and/or any Subsidiaries and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to, the Issuer, the Guarantor and/or any Subsidiaries, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders, Receiptholders or Couponholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

#### **17. TRUSTEE AND AGENTS**

None of the Trustee or any Agent shall be liable to the Noteholder, the Issuer or the Guarantor or any other person for any action taken by the Trustee or an Agent in accordance with the direction, request or instructions of the Noteholders which direction, request or instructions of the Noteholders shall be made in accordance with the Conditions of the Notes.

The Trustee may act on the advice, opinion or report of or any information obtained from any lawyer, valuer, accountant, auditor, surveyor, banker, broker, auctioneer, or other expert (whether obtained by the Issuer, the Guarantor or the Trustee or otherwise, whether or not addressed to the Trustee, and whether or not the advice, opinion, report or information, or any engagement letter or

other related document, contains a monetary or other limit on liability or limits the scope and/or basis of such advice, opinion, report or information). The Trustee may accept and shall be entitled to rely on any report, confirmation, opinion, certificate or advice and such report, confirmation, certificate or advice shall be binding on the Issuer, the Guarantor and the Noteholders, and the Trustee will not be responsible to anyone for any liability occasioned by so acting.

Whenever the Trustee is required or entitled by the terms of the Trust Deed, the Agency Agreement or these Conditions to exercise any discretion or power, take any action, make any decision or give any direction or certification, the Trustee is entitled, prior to exercising any such discretion or power, taking any such action, making any such decision or giving any such direction or certification, to promptly seek directions from the Noteholders by way of Extraordinary Resolution or clarification of any directions, and the Trustee shall not be responsible for any loss or liability incurred by the Issuer, the Guarantor, the Noteholders, Receiptholders or Couponholders or any other person as a result of any delay beyond its reasonable control in it exercising such discretion or power, taking such action, making such decision or giving such direction or certification where the Trustee is seeking such directions or clarification of any directions from the Noteholders or in the event that no direction or clarification is given to the Trustee by the Noteholders.

Neither the Trustee nor the Agents shall be responsible for the performance by the Issuer or the Guarantor and any other person appointed by the Issuer and/or the Guarantor in relation to the Notes of the duties and obligations on their part expressed in respect of the same or shall be required to monitor or supervise compliance with the provisions of the Trust Deed, the Agency Agreement or these Conditions (and unless it has written notice from the Issuer and/or the Guarantor to the contrary shall be entitled to assume that the same are being duly performed) or to take any steps to ascertain whether any potential Event of Default or Event of Default or any event that may trigger any early redemption has occurred or to monitor the occurrence of any potential Event of Default or Event of Default or any such event, and shall not be liable to the Issuer, the Guarantor, the Noteholders, the Couponholders, the Receiptholders or any other Person for not doing so.

Each Noteholder, Receiptholder or Couponholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer and the Guarantor, and the Trustee shall not at any time have any responsibility for the same and each Noteholder, Receiptholder or Couponholder shall not rely on the Trustee in respect thereof.

## **18. 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 notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

## **19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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.

## **20. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

### **20.1 Governing law**

The Trust Deed, the Agency Agreement, the Notes, the Receipts, the Coupons and any non-contractual obligations arising out of or in connection with the Trust Deed, the Agency Agreement, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, English law.

### **20.2 Submission to jurisdiction**

- (a) Subject to Condition 19.2(c) below, the Issuer irrevocably agrees, for the benefit of the Trustee, the Noteholders, the Receiptholders and the Couponholders, that the English courts are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Notes, the Receipts and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Trust Deed, the Notes, the Receipts and/or the Coupons (a **Dispute**) and accordingly submits to the exclusive jurisdiction of the English courts.
- (b) For the purposes of this Condition 19.2, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (c) To the extent allowed by law, the Trustee, the Noteholders, the Receiptholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

### **20.3 Appointment of Process Agent**

The Issuer appoints Law Debenture Corporate Services Limited at its registered office at 8th Floor, 100 Bishopsgate, London EC2N 4AG, United Kingdom as its agent for service of process, and undertakes that, in the event of Law Debenture Corporate Services Limited ceasing so to act or ceasing to be registered in England, it will appoint another person approved by the Trustee as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

### **20.4 Other documents and the Guarantor**

The Issuer and, where applicable, the Guarantor have in the Trust Deed and the Agency Agreement submitted to the jurisdiction of the English courts and appointed an agent for service of process in terms substantially similar to those set out above.

## **USE OF PROCEEDS**

The Issuer intends to on-lend or otherwise provide the entire net proceeds from each issue of Notes under the Programme to the Guarantor and/or its subsidiaries. The Group intends to use the net proceeds raised from each issue of Notes under the Programme to fund capital expenditure, investments/acquisitions, working capital and for its general corporate purposes.

The foregoing represents the Group's intended allocation of the net proceeds of each issue of Notes under the Programme based upon its plans and estimates regarding its anticipated expenditures as of date of this Offering Circular. Actual expenditures may vary and the Group may find it necessary or advisable to reallocate the net proceeds of a particular issue of Notes within the categories described above or to use portions of the net proceeds of a particular issue of Notes for other purposes. If, in respect of any particular issue, there is a particular identified use of proceeds, this will be stated in the applicable Pricing Supplement.

## CAPITALISATION OF THE GROUP

	As at 30 June 2021	
	RM million	U.S.\$ million <sup>(1)</sup>
<b>Indebtedness</b>		
Current borrowings . . . . .	3,919.0	943.4
Non-current borrowings . . . . .	978.6	235.5
Current lease liabilities . . . . .	7.9	1.9
Non-current lease liabilities . . . . .	58.2	14.0
<b>Total Indebtedness . . . . .</b>	<b>4,963.7</b>	<b>1,194.8</b>
<b>Equity</b>		
Share capital . . . . .	791.1	190.4
Treasury shares . . . . .	(141.2)	(34.0)
Reserves . . . . .	25.3	6.1
Retained earnings . . . . .	9,330.2	2,245.9
Total equity attributable to owners of the parent . . . . .	10,005.4	2,408.4
Non-controlling interests . . . . .	309.0	74.4
<b>Total equity . . . . .</b>	<b>10,314.4</b>	<b>2,482.8</b>
<b>Total capitalisation<sup>(2)</sup> . . . . .</b>	<b>15,278.1</b>	<b>3,677.6</b>

Notes:-

(1) Translated with an exchange rate of U.S.\$1:RM4.1543 as at 30 June 2021 using exchange rate sourced from BNM.

(2) Total capitalisation equals total indebtedness plus total equity.

There has been no other material change in the capitalisation of the Group since 30 June 2021.

## CAPITALISATION OF THE ISSUER

As at the date of this Offering Circular, the Issuer has an issued and fully paid-up share capital of RM8,309 (U.S.\$2,000) consisting of 20 ordinary shares of RM415 (U.S.\$100).

The following table sets forth the Issuer's capitalisation as of 30 June 2021.

	As at 30 June 2021	
	RM'000	U.S.\$'000 <sup>(1)</sup>
<b>Indebtedness</b>		
Current borrowing . . . . .	2,489,830	599,338
<b>Total Indebtedness</b> . . . . .	<b>2,489,830</b>	<b>599,338</b>
<b>Equity</b>		
Share capital . . . . .	8	2
Accumulated losses . . . . .	(22,898)	(5,512)
<b>Total equity</b> . . . . .	<b>(22,890)</b>	<b>(5,510)</b>
<b>Total capitalisation<sup>(2)</sup></b> . . . . .	<b>2,466,940</b>	<b>593,828</b>

Notes:-

(1) Translated with an exchange rate of U.S.\$1:RM4.1543 as at 30 June 2021 using exchange rate sourced from BNM.

(2) Total capitalisation equals total indebtedness plus total equity.

The Issuer has no contingent liability or other indebtedness. There has been no material change in the capitalisation of the Issuer since 30 June 2021.

## SELECTED FINANCIAL INFORMATION AND OTHER DATA

You should read the summary consolidated financial information presented below in conjunction with our audited consolidated financial statements included elsewhere in this Offering Circular.

The summary consolidated financial information set forth below has been derived from our audited consolidated financial statements for each of the financial years ended 30 June 2019, 2020 and 2021. Our consolidated financial statements for the financial years ended 30 June 2019, 2020 and 2021 have been audited by BDO PLT.

The financial statements of the Group have been prepared in accordance with Malaysian Financial Reporting Standards (MFRS) and International Financial Reporting Standards (IFRS).

### CONSOLIDATED STATEMENTS OF PROFIT OR LOSS

	For the year ended 30 June,			
	2019	2020	2021	2021
	(audited)			
	(RM million)			(U.S.\$ million) <sup>(1)</sup>
Revenue . . . . .	7,385.6	7,802.2	11,251.7	2,708.4
Cost of sales . . . . .	(6,205.4)	(6,127.2)	(8,962.0)	(2,157.3)
Gross profit . . . . .	1,180.2	1,675.0	2,289.7	551.1
Other operating income . . . . .	850.8	675.4	833.5	200.6
Marketing and selling expenses . . . . .	(181.9)	(177.6)	(202.2)	(48.7)
Administration expenses . . . . .	(326.7)	(325.4)	(319.8)	(77.0)
Other operating expenses . . . . .	(613.5)	(852.8)	(1,389.4)	(334.4)
<b>Operating profit . . . . .</b>	<b>908.9</b>	<b>994.6</b>	<b>1,211.8</b>	<b>291.6</b>
Share of results of associates, net of tax . . . . .	170.8	144.5	531.8	128.0
Share of result of a joint venture, net of tax . . . . .	(2.9)	(1.2)	(3.0)	(0.7)
<b>Profit before interest and taxation . . . . .</b>	<b>1,076.8</b>	<b>1,137.9</b>	<b>1,740.6</b>	<b>418.9</b>
Interest income . . . . .	73.4	68.2	38.6	9.3
Finance costs . . . . .	(175.5)	(171.5)	(164.8)	(39.7)
Net foreign currency translation (loss)/gain on foreign currency denominated borrowings . . . . .	(123.4)	(209.7)	127.2	30.6
Net foreign currency translation gain/(loss) on foreign currency denominated deposits . . . . .	21.3	1.8	(1.8)	(0.4)
<b>Profit before taxation . . . . .</b>	<b>872.6</b>	<b>826.7</b>	<b>1,739.8</b>	<b>418.7</b>
Taxation . . . . .	(255.0)	(225.0)	(323.5)	(77.9)
<b>Profit for the financial year . . . . .</b>	<b>617.6</b>	<b>601.7</b>	<b>1,416.3</b>	<b>340.8</b>
<b>Attributable to:</b>				
Owners of the parent . . . . .	631.7	600.9	1,394.3	335.5
Non-controlling interests . . . . .	(14.1)	0.8	22.0	5.3
<b>Earnings per ordinary share attributable to owners of the parent (sen):</b>				
Basic . . . . .	10.05	9.57	22.26	5.36
Diluted . . . . .	10.05	9.57	22.26	5.36
<b>Dividend per ordinary share (sen):</b>				
First interim single tier dividend . . . . .	3.5	4.0	4.5	1.1
Second interim single tier dividend . . . . .	—	4.0	6.0	1.4
Final single tier dividend . . . . .	4.5	—	—	—
<b>Total Dividend . . . . .</b>	<b>8.0</b>	<b>8.0</b>	<b>10.5</b>	<b>2.5</b>

<sup>(1)</sup> Translated with an exchange rate of U.S.\$1:RM4.1543 as at 30 June 2021 using exchange rate sourced from BNM.



## CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

	For the year ended 30 June,			
	2019	2020	2021	2021
	(audited)			(U.S.\$ million) <sup>1</sup>
	(RM million)			
<b>ASSETS</b>				
<b>Non-current assets:</b>				
Property, plant and equipment . . . . .	8,472.9	8,531.8	8,608.7	2,072.2
Intangible assets . . . . .	412.2	424.2	423.4	101.9
Investments in associates . . . . .	2,610.1	2,727.0	3,144.5	756.9
Derivative assets . . . . .	154.3	98.3	87.4	21.0
Deferred tax assets . . . . .	9.5	14.6	22.4	5.4
Other non-current assets . . . . .	46.3	45.6	31.5	7.6
<b>Total non-current assets . . . . .</b>	<b>11,705.3</b>	<b>11,841.5</b>	<b>12,317.9</b>	<b>2,965.0</b>
<b>Current assets:</b>				
Inventories . . . . .	778.0	1,001.4	1,296.6	312.1
Trade and other receivables . . . . .	773.5	815.8	1,427.2	343.5
Amounts due from associates . . . . .	94.4	111.3	16.0	3.9
Derivative assets . . . . .	407.7	492.3	372.3	89.6
Other investments . . . . .	69.2	78.3	106.9	25.7
Other current assets . . . . .	73.5	78.0	93.9	22.6
Short-term funds . . . . .	1,775.7	1,536.7	1,391.0	334.8
Deposits with financial institutions . . . . .	302.6	3.3	47.8	11.5
Cash and bank balances . . . . .	520.3	773.0	586.1	141.1
<b>Total current assets . . . . .</b>	<b>4,794.9</b>	<b>4,890.1</b>	<b>5,337.8</b>	<b>1,284.8</b>
<b>TOTAL ASSETS . . . . .</b>	<b>16,500.2</b>	<b>16,731.6</b>	<b>17,655.7</b>	<b>4,249.8</b>
<b>EQUITY AND LIABILITIES</b>				
<b>Equity attributable to owners of the parent</b>				
Share capital . . . . .	788.1	790.2	791.1	190.4
Treasury shares . . . . .	-	(68.1)	(141.2)	(34.0)
Reserves . . . . .	34.6	105.1	25.3	6.1
Retained earnings . . . . .	8,476.9	8,469.0	9,330.2	2,245.9
<b>Total equity attributable to owner of the parent . . . . .</b>	<b>9,299.6</b>	<b>9,296.2</b>	<b>10,005.4</b>	<b>2,408.4</b>
Non-controlling interests . . . . .	211.1	274.5	309.0	74.4
<b>Total equity . . . . .</b>	<b>9,510.7</b>	<b>9,570.7</b>	<b>10,314.4</b>	<b>2,482.8</b>
<b>LIABILITIES</b>				
<b>Non-current liabilities:</b>				
Borrowings . . . . .	4,451.9	4,009.2	978.6	235.5
Derivative liabilities . . . . .	30.3	6.9	-	-
Lease liabilities . . . . .	38.3	42.2	58.2	14.0
Deferred tax liabilities . . . . .	1,153.0	1,164.7	1,172.5	282.2
Other non-current liabilities . . . . .	93.4	96.6	94.4	22.7
<b>Total non-current liabilities . . . . .</b>	<b>5,766.9</b>	<b>5,319.6</b>	<b>2,303.7</b>	<b>554.4</b>
<b>Current liabilities:</b>				
Borrowings . . . . .	408.7	917.5	3,919.0	943.4
Trade and other payables . . . . .	600.3	657.1	767.8	184.8
Derivative liabilities . . . . .	149.5	203.0	270.0	65.0
Lease liabilities . . . . .	6.8	4.6	7.9	1.9
Other current liabilities . . . . .	57.3	59.1	72.9	17.5
<b>Total current liabilities . . . . .</b>	<b>1,222.6</b>	<b>1,841.3</b>	<b>5,037.6</b>	<b>1,212.6</b>
<b>Total liabilities . . . . .</b>	<b>6,989.5</b>	<b>7,160.9</b>	<b>7,341.3</b>	<b>1,767.0</b>
<b>TOTAL EQUITY AND LIABILITIES . . . . .</b>	<b>16,500.2</b>	<b>16,731.6</b>	<b>17,655.7</b>	<b>4,249.8</b>

<sup>(1)</sup> Translated with an exchange rate of U.S.\$1:RM4.1543 as at 30 June 2021 using exchange rate sourced from BNM.

## STATEMENTS OF CASH FLOWS

	For the year ended 30 June,			
	2019	2020	2021	2021
	(audited)			(U.S.\$ million) <sup>1</sup>
	(RM million)			
Net cash from operating activities . . . . .	1,212.7	872.3	671.6	161.7
Net cash used in investing activities . . . . .	(206.3)	(278.6)	(276.2)	(66.5)
Net cash used in financing activities . . . . .	(1,178.3)	(878.1)	(682.4)	(164.3)
Net decrease in cash and cash equivalents . . . . .	(171.9)	(284.4)	(287.0)	(69.1)
Cash and cash equivalents at end of financial year . . .	2,598.6	2,313.0	2,024.9	487.4

(1) Translated with an exchange rate of U.S.\$1:RM4.1543 as at 30 June 2021 using exchange rate sourced from BNM.

## SELECTED OPERATING DATA

	For the year ended 30 June,		
	2019	2020	2021
	(audited)		
Plantation:			
Oil palm average mature area harvested (hectare) . . . . .	147,770	145,802	140,418
Oil palm fresh fruit bunches production (tonne) . . . . .	3,398,847	3,097,262	2,917,621
Oil palm yield per mature hectare (tonne) . . . . .	23.00	21.24	20.78
Oil palm mill production (tonne)			
Crude palm oil . . . . .	756,596	708,212	646,692
Palm kernel . . . . .	166,716	151,473	135,853
Oil extraction rate (%)			
Crude palm oil . . . . .	21.44	21.83	21.39
Palm kernel . . . . .	4.72	4.67	4.49
Average selling price (RM/tonne)			
Crude palm oil . . . . .	2,025	2,314	3,076
Palm kernel . . . . .	1,390	1,375	2,115
Oil palm plantation area (hectare)			
Mature . . . . .	147,995	146,856	143,749
Immature . . . . .	28,161	30,053	33,177
Oleochemical:			
Plant utilisation (%) . . . . .	82	77	76
Sales volume (tonne) . . . . .	714,131	669,854	648,130
Refinery:			
Plant utilisation (%) . . . . .	65	69	63
Sales volume (tonne) . . . . .	1,917,195	1,973,792	2,217,093

## **DESCRIPTION OF THE ISSUER**

The Issuer was established in the federal territory of Labuan, Malaysia under the Malaysian Offshore Companies Act on July 23, 2004, and registered with the trade registry of the Labuan Offshore Financial Services Authority under No. LL04342.

The Issuer is a special purpose vehicle and is a wholly owned subsidiary of the Guarantor. The Issuer has no subsidiaries and has not carried on any business other than issuances of (1) exchangeable bonds in 2004 which are no longer outstanding; and (2) U.S.\$600,000,000 4.375 per cent. Notes due 2022.

## DESCRIPTION OF THE GROUP

### Introduction

We are a leading global integrated and sustainable plantation and resource-based manufacturing group in the palm oil industry. We are also one of the largest plantation companies listed on Bursa Malaysia Securities Berhad with a market capitalisation of approximately RM23.48 billion (U.S.\$5.65 billion) as at 30 September 2021.

Our principal activities include a sustainable and integrated palm oil value chain, comprising upstream cultivation of oil palm and downstream resource-based manufacturing, which includes the refining of oil palm produce as well as the manufacturing of oleochemicals and specialty oils and fats.

Our total revenue was RM11.25 billion (U.S.\$2.71 billion) for the financial year ended 30 June 2021 and our profit before interest and taxation was RM1.74 billion (U.S.\$418.9 million) for the same period. Our shareholders' funds as at 30 June 2021 were RM10.01 billion (U.S.\$2.41 billion).

Our profit before interest and taxation on a segmental basis is as follows:

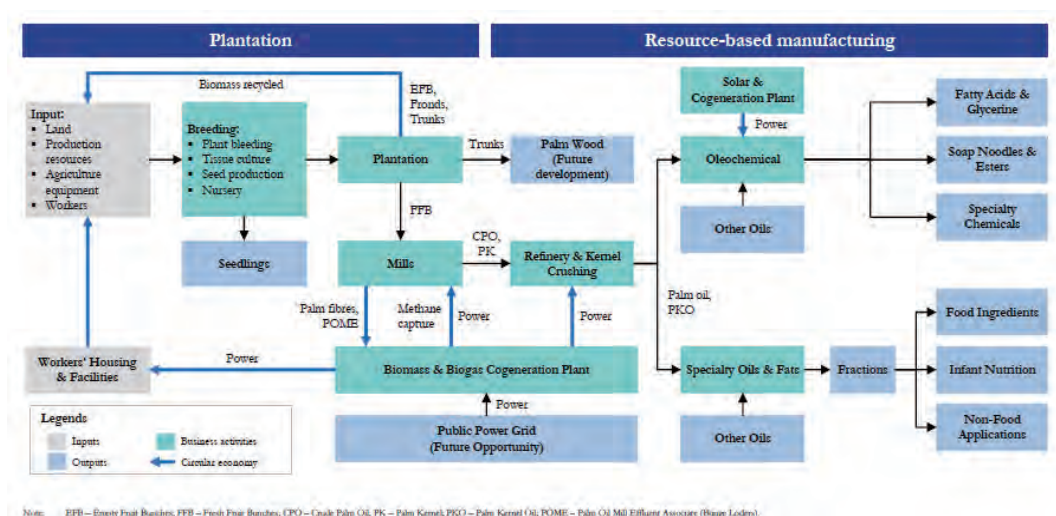
	For the financial year ended 30 June,					
	2019 RM million (audited)	%	2020 RM million (audited)	%	2021 RM million (audited)	%
Plantation . . . . .	483.9	45	701.5	62	1,209.6	69
Resource-based manufacturing . . . . .	553.4	51	385.1	34	668.0	38
Others (including unallocated corporate income/(expenses)) . . . . .	39.5	4	51.3	4	(137.0)	(7)
<b>Profit before interest and taxation . . . . .</b>	<b>1,076.8</b>	<b>100</b>	<b>1,137.9</b>	<b>100</b>	<b>1,740.6</b>	<b>100</b>

The EBITDA and related metrics of the Group are as follows:

	For the financial year ended 30 June,		
	2019	2020	2021
EBITDA (US\$m) <sup>1</sup> . . . . .	350	362	506
EBITDA margin (% of revenue margin) . . . . .	19.7	19.3	18.7
Total debt/EBITDA (times) . . . . .	3.4	3.3	2.4
Net debt/EBITDA (times) . . . . .	1.6	1.8	1.4
EBITDA/Interest expense (times) . . . . .	8.3	8.8	12.7

<sup>1</sup> EBITDA is calculated as profit before interest and taxation, after adding (i) depreciation of property, plant and equipment and (ii) amortisation of intangible assets.

Our business structure as at 30 June 2021 is as follows:



Our integrated and sustainable palm oil business has a global outreach whereby we export to over 80 countries worldwide. In Malaysia, our principal activities include the cultivation of oil palm and processing of palm oil and the manufacture of oleochemical products. We have a 30% ownership interest in our associate company, Bunge Loders Crocklaan Group B.V. (**Bunge Loders**), which is a leading producer of specialty oils and fats for the manufacturing and food services industry globally. Through Bunge Loders, we have a footprint in North America, Europe, Africa and the East Asia region.

### Our Competitive Strengths

We believe that our key strengths are as follows:

- **One of the most efficient and profitable palm oil producer in Malaysia.**

Through a combination of various factors, including the age profile of our oil palm trees, our estate management, the proximity of our estates to our mills and refineries, our research and development, and our quality control procedures, we believe we are one of the most efficient and profitable plantation companies in Malaysia. Currently, 81.25 per cent. of our oil palm trees are mature and producing. Through our research and development efforts, we have a leading tissue culture facility which produces superior high-yielding oil palm clonal planting materials, which allows us to breed and produce our own clones and seedlings which we believe help us ensure both a high fresh fruit bunches (**FFB**) yield as well as quality of the FFB. We believe that our FFB yield is among the highest in Malaysia, with 20.78 tonnes of FFB per mature hectare for the financial year ended 30 June 2021 compared to the Malaysian industry average of 16.73 tonnes per mature hectare for the calendar year 2020. The close proximity of our plantations to our mills, our stringent harvesting standards, and our comprehensive road network linking our plantations to our mills also help ensure that our FFB arrive at our mills in good condition. For the financial year ended 30 June 2021, our CPO extraction rate was 21.39 per cent., compared to the Malaysian industry average of approximately 19.92 per cent. in calendar year 2020. As a result, our CPO yield per mature hectare was 4.44 tonnes for the financial year ended 30 June 2021, compared to the Malaysian industry average of approximately 3.33 tonnes in the calendar year 2020. We believe that our high productivity and our competitive production cost from prudent cost management have enabled us to increase the operating profits of our plantations to make us one of the most profitable plantation companies in Malaysia.

- **Leading palm oil group with global presence, successfully integrating into downstream palm oil based manufacturing.**

Through the acquisition of IOI Oleo in 1997 and our stake in Bunge Loders, both of which are regarded as leaders in their respective segments of oleochemicals and specialty oils and fats, we have established an integrated palm oil business, which:

- provides us with the ability to better manage the quality of our products along the supply chain;
- provides us with a natural hedge against palm oil price volatility since a significant portion of our downstream palm oil based businesses' earnings are generally negatively correlated with palm oil prices;
- enables us to have a more stable earnings profile as a substantial portion of our downstream palm oil based businesses price their products on a "cost plus basis";
- increases our logistic and distribution efficiencies;
- allows us to benefit from the increasing vertical integration of our palm oil business;
- increases our global presence which presently spans 8 countries across 4 continents; and
- enlarges our geographic customer base with sales presently diversified to more than 80 countries; mitigating exposure to localised risks in any particular market.

- **Defensible earnings through our integrated business model**

Our revenues and operating profits are diversified in terms of geographical location from which our revenues are sourced and business segment from which they are derived. For the financial year ended 30 June 2021 our revenues by geographical location were divided between Malaysia (20.0 per cent.), Europe (20.9 per cent.), Asia (excluding Malaysia) (54.9 per cent.), North America (2.3 per cent.) and others (1.9 per cent.). For the financial year ended 30 June 2021, contributions to segment results were divided between our plantation segment (64 per cent.), resource-based manufacturing segment (36 per cent.). The diversification of our revenues and operating profits across geographical locations and business lines provides for a more stable earnings profile throughout the business and economic cycles, both in Malaysia and globally.

- **Strong cash flows from our integrated business model and solid balance sheet position.**

Our cash flows from our operating activities have historically been relatively strong and we expect our operating cash flows to continue to be strong moving forward. Our net gearing, which we calculate by dividing our total borrowings less cash and cash equivalents, by our equity shareholders' funds, as of 30 June 2021 was approximately 29.4 per cent. (as compared to approximately 24.8 per cent. and 28.6 per cent. as of 30 June 2019 and 2020 respectively). In addition, we believe our existing cash and cash equivalents of approximately RM2,024.9 million (U.S.\$487.4 million) as of 30 June 2021 (as compared to RM2,313.0 million (U.S.\$556.8 million) as of 30 June 2020), provide us with a fairly stable measure of protection in the event of a decline in our industry, as well as the flexibility to take advantage of business opportunities that fit our expansion strategy.

- **Well established and innovative Oleochemical segment.**

We are a pioneer in the oleochemical segment and are the first in the industry to manufacture exclusive palm based oleochemical products and remain one of the largest fatty acids producer in Malaysia. Our manufacturing facilities are certified and accredited by globally recognised bodies in various aspects of quality and international standards compliance. On top of the ISO 9001, ISO

14001 and ISO 50001 certifications, the Penang, Johor and Wittenberge sites have received the Food Safety System Certification (FSSC) 22000 on food safety management, and the Witten site is certified by the European Union-Good Manufacturing Practice (EU-GMP) and US Food and Drug Administration for the production of Active Pharmaceutical Ingredients (API). We export to over 80 countries worldwide and have established global partnerships with food, pharmaceutical and cosmetics multinational corporations. Through our subsidiary, IOI Oleo GmbH which is based in Germany, we own 19 patents for pharmaceutical applications and our CARE studio in Germany developed 40 formulations for personal care and cosmetics applications.

- **Responsible and sustainable practices.**

The Group is committed to embedding sustainability into its core business and operations by building a traceable and sustainable palm oil supply chain, committed to the no deforestation, no peat and no exploitation (NDPE) policy and we continue to be an active supporter of certification schemes such as RSPO, MSPO, ISCC, and ISPO and work to strengthen their standards. All of our Malaysian plantations (except our Sarawak concessions) are MSPO certified and RSPO certified.

We actively participate in leading ESG ratings and indices which have become an increasingly important consideration for investors and our customers. We are a constituent of the FTSE4Good Malaysia Index, a member of High Carbon Stock Approach Group, ranked 14th with overall score of 77.1 per cent. in the Sustainability Policy Transparency Toolkit by the Zoological Society of London rating and scored silver in EcoVadis Sustainability Rating in 2020. In the Global Child Forum Southeast Asia 2020 benchmark report, we are placed within the Leader category in protection of children's rights, with a score of 8.1.

- **Well managed and prudently run by an experienced management team.**

Our directors have extensive experience in the plantation business. They are supported by an experienced management team with a well-established track record in the plantation, oleochemicals, and refining manufacturing businesses. Our directors and our management team have the necessary skills and experience needed to continue to grow and expand our businesses. We have consistently been ranked amongst the leading companies in Malaysia in various management award categories in surveys conducted by PwC, Finance Asia, Asiamoney, HR Asia, The Edge Markets, etc. We won various awards such as The Edge Billion Ringgit Club Corporate Awards in 2019 and 2020 for highest return in equity over three years (plantation sector) and highest growth in profit after tax over three years, the "Special Mention Award for Leadership Trust 2019" at PwC Malaysia's Building Trust Awards 2019, named as one of the top six leading companies in Malaysia at the Alpha Southeast Asia's 10th Annual Institutional Investor Corporate Award 2020 and recognised for being top in terms of Strongest Adherence to Corporate Governance and Best Senior Management IR Support at the Alpha Southeast Asia's 10th Annual Institutional Investor Corporate Award 2020.

### ***Our Mission and Strategy***

Our vision is to be a leading and sustainable corporation with global presence and our mission is to achieve responsible and sustainable commercial success by addressing the interests of all our stakeholders, community and the environment, and adopting best practices to be globally competitive.

The Group initiated a Five-Year Plan which was introduced in March 2020 to transform the Group from a cost competitive palm oil producer to a high value-added diversified palm-based products producer. This plan is driven by five strategic priorities which are set out below.



- **Increasing yield:** Oil palm planting is the most essential upstream activity in our integrated palm oil business model, which directly impacts the performance of our downstream businesses. We strive to achieve consistently high yield through improved planting materials and increased efficiency in crop evacuation to optimise business returns, and maintain our competitiveness locally and globally. We are targeting to increase our plantation oil yields by 15% by 2024, utilise clonal palms in 50% of our replanting materials, target high early yields from young mature palm age and ensure proper fertiliser application to increase target yields.

We aim to produce palm oil sustainably to meet our market demands by:

- (i) producing more high-yielding and superior clonal planting materials for higher yields and returns;
  - (ii) expanding mechanisation projects and adopting best management practices throughout our operations to increase operational efficiency;
  - (iii) employing the best agricultural practices, improving field conditions and optimising land usage in our oil palm plantations; and
  - (iv) employing digital tracking systems throughout our plantation operations.
- **Optimising workforce:** The plantation industry is heavily dependent on manual labour. We seek to implement initiatives to modernise our upstream business to address issues of labour shortage and reduce our dependency on manual and foreign labour in the long term. We are targeting to reduce workforce by more than 25% by 2024, increase plantation workers' productivity by 3% annually and implement mechanised FFB main line evacuation systems on all Malaysian estates by 2023.

We aim to optimise our plantation workforce by increasing our land to labour ratio through (i) planning and improving training provisions to estate personnel in order to improve productivity; (ii) streamlining estates' harvesting method and restructuring the harvesting work process; (iii) upgrading the FFB main line evacuation system; (iv) mechanising in-field FFB collection and expanding the usage of motorised tools for harvesting and manuring to increase worker's productivity; and (v) employing mechanical fertiliser spreaders and chemical sprayers with GPS.

As at June 2021, we expanded the mechanised FFB main line evacuation system to about 40% of our total estate areas and used motorised tools such as motorised palm cutters and power wheel barrows to increase harvesters' productivity by up to 50%. The Group has also completed its implementation of the SAP ERP system and mobile crop monitoring system in all Malaysian plantations in December 2020. In order to simplify our estate workers' payroll system, we have also implemented an e-wallet payment system to 50% of our plantation operating units.

- **Diversifying crops:** We aim to diversify our plantation crops from 99% reliance on oil palm to other crops by (i) identifying and acquiring planting materials for coconut, banana and kenaf cultivation; (ii) identifying and acquiring coconut germplasm material for coconut breeding; (iii) implementing the best cultivation practice for coconut, kenaf and other crops (such as durian, pineapple, avocado and banana) and introducing intercropping to multi-fold our productivity on a hectare basis, as compared to a monoculture of oil palm; and (iv) optimising land utilisation for other crops.

By utilising the methods above, we are targeting to plant 5,000 hectares of coconut, 300 hectares of kenaf and 200 hectares of durian, which is equivalent to 4% of our Malaysian plantations. In addition, we aim to plant three types of fast growing and high value fruit crops as intercrops with coconut and oil palm. During our last financial year, we have started to plant pineapples as an intercrop to our about 300 hectares of coconut trees. There are ongoing plans to plant another 1,000 hectares of coconut trees and 300 hectares of kenaf within the next two years. Once the

planting of these crops has achieved a certain critical size, the Group will explore various processing facilities for the crop outputs to extract more value from them. We have also developed self-pollination techniques to produce better varieties, high yields and higher oil content for coconuts.

- **Increasing the non-Crude Palm Oil (CPO) segment:** Oil palm by-products such as empty fruit bunches (EFB) and oil palm trunk (OPT) are an ideal source for cellulose-based natural fibres. Oil palm processing waste such as palm oil mill effluent (POME), and others are a good source of bio-based raw materials. Globally, there is a growing demand from consumers for environmentally friendly products and a shift towards sustainable production. The non-CPO segment acts as a stimulus to moderate the impact of palm oil price volatility and provide an added advantage to our overall diversification strategy. We aim to convert oil palm by-products and processing waste into value-added products at a competitive cost. In this regard, we have initiated the construction of a palm wood factory to convert OPT into high performance palm wood boards and panels. We are targeting to commence production of high-performance palm wood by February 2023, establish OPT R&D and technology transfer and scale-up business and establish a leading market position in the OPT products, while continuing to explore other new conversion technologies in relation to bio-mass.
- **Grow the Oleochemical Segment:** In our integrated palm oil business model, the resource-based manufacturing segment helps to stabilise our income during volatile CPO price cycles. Our strategy focuses on expanding the downstream manufacturing capacity and exploring new high-margin oleo-derivative products and applications to generate profitable growth. By 2024, we aim to derive energy, cost and operational efficiency savings of 6%, improve the oleochemical sub-segment's profitability by 25% and increase our downstream oleochemical sub-segment revenue contribution/sales volume by 15% through organic growth, by:
  - (i) expanding existing and commissioning new manufacturing facilities in order to increase manufacturing capacity, including: (A) a new pilot plant for pharmaceutical excipients and active ingredients that has commenced operations in Germany, (B) the expansion of our 110,000 MT/year capacity plant in Prai, Penang by the second quarter of 2022, and (C) constructing a new soap noodle plant in Pasir Gudang, Johor;
  - (ii) enhancing cost efficiencies through greater automation (including in relation to our ester plants' heat recovery process and processing capability);
  - (iii) manufacturing new products and formulations and employing diversification strategies to enter and/or capture new markets (including IOI Oleo GmbH's market reach into North America and Asia-Pacific; and the commercialisation of Polyglycerine and Keto-Esters); and
  - (iv) realigning our business model to focus on high-margin products with key applications in the pharmaceutical, nutritional, cosmetic and personal care segments.

Our Group's 5-Year Plan (2020 to 2024), and the five strategic priorities provided above, are premised on three 3 key strategic enablers:

- **Human capital development and culture:** Our employees are invaluable in facilitating our business and driving organisational excellence. We intend to continue to nurture, develop and engage our employees with an approach to retaining a high performance workforce, managing employer branding and enhancing human resource digitalisation, since we believe it is important for our workforce to be equipped with the requisite skills to deliver on our five strategic priorities. Some of the key initiatives taken by us are (i) continuous cultivation of an operationally excellent work culture and creation of a disciplined and competent work force; (ii) enhancing the Group's HR structure and function to provide strategic role-based insights and analysis; (iii) transforming

HR's delivery of services with technology; and (iv) nurturing the Yayasan Tan Sri Lee Shin Chen's scholars. We have also implemented *IOI Grow* – an online Learning Management Platform and created a learning campaign thereunder to enhance employees' understanding of our purpose.

- **Sustainability:** A sustainability culture is embedded within our operations and, as we grow and diversify our business through the five strategic priorities, we continue to uphold our commitment to create sustainable values for all our stakeholders. We aim to balance growth and development with the protection of the environment; providing sustainable profit through sustainable palm oil production.

We aim to continue to maintain sustainable operations by:

- (i) establishing proper systems and processes to track progress, communicate actions and meet stakeholders' expectations;
- (ii) adopting six of the 17 United Nations' Sustainable Development Goals (**UN SDGs**), which are most relevant to our business operations as set out below (along with some of the actions taken by us towards these UN SDGs):
  - *zero hunger* – by proactively replanting using the high yielding clonal palms in suitable areas and terrains, continuous implementation of integrated pest management with biological controls, and researching methods to conserve soil fertility in order to reduce the need for additional fertilisers as well as the uptake of palm waste by-products as organic fertilisers;
  - *decent work and economic growth* – by continuous training and talent development conducted for employees and programs to enhance capacity building through both physical and virtual platforms, implementation of mechanisation and digitalisation of platforms in our operations to improve existing systems and processes as well as increase efficiency and productivity, and implementation of programs and measures including vaccination programs that were put in place to ensure the safety of our workforce;
  - *responsible consumption and production* – we have minimised pollution and waste generation by ensuring regulatory compliances and applications of 7Rs Circularity (i.e., rethink, repurpose, reduce, reuse, recycle, repair and recover) in our plantations and resource-based manufacturing facilities. For instance, in FY2021 our plantations and refinery divisions recycled and reused 99% of the waste produced and IOI Oleo recycled 25% of waste;
  - *climate action* – by implementation of climate action strategy from upstream to resource-based manufacturing operations, engaging with consultants to analyse climate risks, i.e. physical and transition risks, installing 10 methane capture facilities at major mill operations, and regular tracking of emission reduction targets and progress for plantations, refinery and IOI Oleo;
  - *life on land* – by committing to the RSPO, implementing the no deforestation, NDPE commitments (with no deforestation or development on peat) and Zero Burning Policy in our plantations, protecting High Conservation Value (**HCV**) and High Carbon Stock (**HCS**) areas in our plantations, training our employees on HCV and HCS assessment and adopting recognised best management practices by RSPO; and

- *partnerships for the goals* – by collaborating with customers, food companies, civil societies, regulatory bodies, and local authorities in joint sustainability projects; and introduction of our 1st Sustainability Consultation Forum as a platform for us to gather external stakeholder expectations on selected sustainability issues.

- (iii) practising the highest level of transparency and wider stakeholder engagement;
- (iv) eliminating all forms of illegal, forced, bonded, compulsory or child labour in our operations and supply chain; and
- (v) ensuring that our plantations are RSPO-certified and our Malaysian plantations are MSPO certified.

Such sustainability initiatives have resulted in (i) 170,454 hectares of RSPO-certified and 174,653.5 hectares of MSPO-certified areas; (ii) 3,608.47 hectares of HCV area and 6,145.23 hectares of other conservation areas; (iii) 10 biogas plants, a new 6.5 MW capacity cogeneration plant at IOI Pan-Century Oleochemicals Sdn Bhd in Pasir Gudang, Johor and installation of 83.49 kWp capacity solar panels at IOI Oleochemical Industries Berhad in Prai, Penang; and (iv) a liquefied natural gas system to produce steam and 100% of effluent treated water for refinery usage at IOI Edible Oils Sdn Bhd in Sandakan, Sabah.

- **Technology and Digitalisation:** Our five strategic priorities are underpinned by technology, including digital tools/solutions and mechanisation equipment, which would enable us to execute our strategies more effectively and efficiently while at the same time boosting worker efficiency and operational excellence. We aim to (i) ensure proper management and full utilisation of the SAP system; (ii) explore robotic process automation (**RPA**) and other digital solutions, including business intelligence and data analytics; (iii) improve decision-making processes and performance by allowing users to plan, execute, analyse and report based on live data; and (iv) enhance the operational efficiency of the estates and cost savings through an electronic plantation monitoring system (**e-PMS**) and e-wallet payment system. We also aim to reduce labour dependency in estate operations in order to optimise workforce by using motorised and mechanical tools. Additionally, our mechanisation programme in various field operations will help to offset any production loss due to a shortage of workers.

The aforesaid initiatives have resulted in (i) implementation of the SAP system - *ONE IOI Integrated Platform* – for all Malaysian plantation operating units; (ii) the e-PMS system being fully integrated with the SAP system; (iii) implementation of a mechanised FFB main line evacuation system in approximately 40% of our total estates across Peninsular Malaysia, Sabah and Indonesia as of FY2021; (iv) deployment of our e-wallet payment system to approximately 50% of our plantation operating units in order to automate and simplify salary payments to workers; (v) establishing the IR4.0 steering and work committee to govern and guide IR4.0 projects at oleochemical manufacturing plants; and (vi) initiating automation and digitalisation pilot projects using robotic, artificial intelligence and digital imaging technologies to improve efficiency and workflow.

## **History**

Significant events in our history are set out below:

- 1969: October . . . . . Incorporated on 31 October 1969 as Industrial Oxygen Incorporated Sdn Bhd with the principal business of manufacturing and distribution of industrial gas.
- 1980: July . . . . . Listed on Bursa Malaysia Securities Berhad on 28 July 1980.

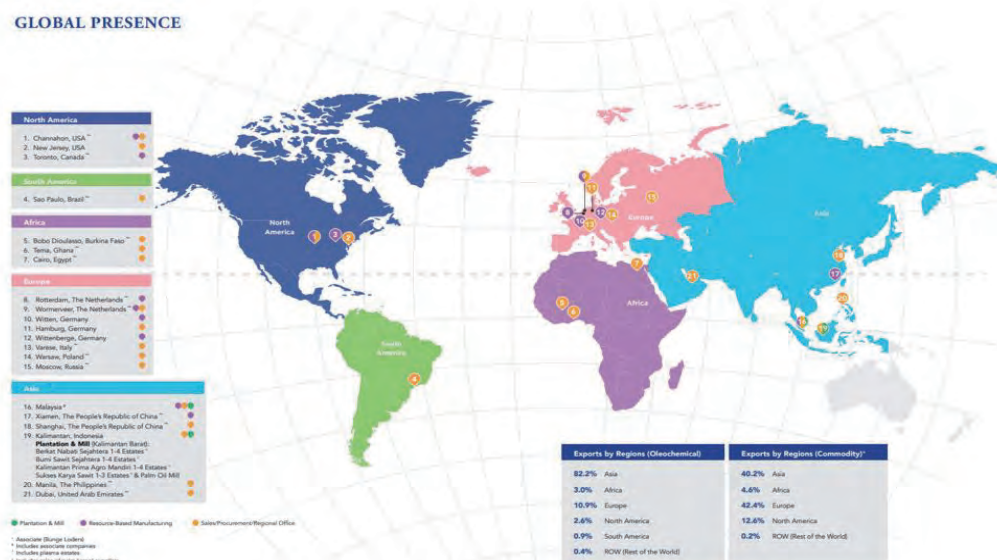
1982: December . . . . .	Change of controlling shareholders and management led by Tan Sri Dato' Lee Shin Cheng.
1983: June . . . . .	Ventured into plantation business with the acquisition of three oil palm estates in the State of Pahang.
1985: January . . . . .	Industrial gas business transferred to a subsidiary later known as "Nissan-Industrial Oxygen Incorporated Berhad" (Nissan-IOI).
1990: September . . . . .	The Group acquired the entire fixed assets of Dunlop Estates Berhad including 13 estates, two palm oil mills, two rubber factories and one research centre.
1994: January . . . . .	The Group underwent a restructuring and rationalisation exercise resulting in the Guarantor acquiring a controlling interest in IOI Properties (then known as "Lam Soon Huat Development Berhad").
1995: March . . . . .	Industrial Oxygen Incorporated Berhad was officially renamed as IOI Corporation Berhad.
1997: March . . . . .	The Group ventured into the oleochemical business with the acquisition of a 32.96% stake in IOI Oleo.  Lam Soon Huat Development Berhad was renamed as IOI Properties Berhad to better reflect new identity as a major subsidiary of the IOI Group.
2001: October . . . . .	IOI Oleo became a subsidiary of the Guarantor as the Guarantor acquired a 60.6% interest in IOI Oleo pursuant to a mandatory offer.
2002: March . . . . .	The Guarantor sold Nissan-IOI.
2002: November . . . . .	The Group made a strategic move into downstream value added manufacturing of specialty oils and fats by acquiring the entire business of Loders Croklaan Group B.V. from Unilever.
2004: September . . . . .	Loders Croklaan Group B.V. acquired Soctek Sdn Bhd (now known as "IOI Loders Croklaan Oils Sdn Bhd"), a Malaysian specialty oils and fats company, to position itself in the Asia Pacific region.
2005: October . . . . .	Commissioning of Europe's largest single-site palm oil refinery in Rotterdam, The Netherlands.
2006: March . . . . .	Privatised IOI Oleo.
2006: December . . . . .	The Group emerged as the world's largest oleochemical producer following its proposed acquisition of Pan Century Edible Oils and Pan Century Oleochemicals (collectively Pan-Century Group).
2007: March . . . . .	A subsidiary of the Guarantor and a Singapore public listed company, Ho Bee Investment Ltd (Ho Bee) won a bid to purchase 1.5 hectares of leasehold land on Sentosa Island, Singapore. The land was subsequently approved for a condominium development of up to a maximum of 200 units.

2007: September . . . . .	The Group made its first venture into the Indonesian plantation sector by investing RM309 million in two joint ventures for oil palm cultivation in Kalimantan with the Harita Group and its affiliates.
2008: January . . . . .	A subsidiary of the Guarantor and Ho Bee successfully jointly tendered for the Pinnacle Collection, a 5.3 acre 99-year leasehold land parcel located at Sentosa Cove, Singapore for a luxury condominium development.
2009: April. . . . .	Privatised IOI Properties.
2011: April. . . . .	The Group entered into a joint venture with City Developments Limited for the development of a piece of land located along Beach Road Singapore (South Beach Project) which include the development of premium office space, luxury hotel, high-end retail outlets and prestigious city residences.
2012: January . . . . .	The Group, through an indirect 99.8 per cent owned subsidiary, successfully tendered for a 6.03 acre, 99-year leasehold land parcel in Jalan Lempeng, Singapore, for a cash consideration of S\$408 million. The land is intended for residential development comprising of condominium units.
2013: December . . . . .	Acquired Unico-Desa Plantations Berhad with 13,600 hectares of landbank comprising six oil palm estates and two palm oil mills in Sabah.
2014: January . . . . .	Demerger of IOI Properties Group Sdn Bhd from the Group.
2016: February . . . . .	Acquired Cremer Oleo GmbH & Co KG's (later renamed as IOI Oleo GmbH) entire oleochemical manufacturing business in Germany.
2018: March. . . . .	The Group completed the disposal of 70% equity interest to Bunge Limited in our former subsidiary company, now known as Bunge Loders Croklaan Group B.V. and is now an associate company.



## Group Business Overview

We are an integrated and sustainable oil palm plantation and resource-based manufacturing group. We have an integrated supply chain comprising palm oil seedling and tissue culture research, oil palm plantations, palm oil refining and PK crushing mills and refineries, oleochemical, and specialty oils and fats manufacturing. Our global presence and the relationship between our various business operations are set out below:



Our integrated oil palm plantation and resource-based manufacturing business is our core business. Our oil palm plantation related activities include the breeding and production of clones and seedlings, the planting and cultivation of oil palms and the milling of FFB harvested from oil palm estates into CPO and PK at our CPO mills. The CPO and PK produced by our mills in Malaysia are processed by our own refinery and kernel crushing plant in Sandakan, Sabah and our refinery in Pasir Gudang, Johor. A substantial portion of our palm fractions from our refineries serve as raw material for our oleochemical and specialty fats business.

## Plantation Business

We commenced our plantation business in 1983 and as of 30 June 2021, we had 96 estates with a total planted area of approximately 178,105 hectares of plantation land with a weighted average planting age of 13.5 years, 15 palm oil mills with a total milling capacity of approximately 4.6 million tonnes of FFB per annum, a biotech centre and four research and development (R&D) centres across Malaysia and Indonesia. As of 30 June 2021, approximately 64 per cent. of our Group's plantation holdings were in East Malaysia, 24 per cent. mainly in the central and southern parts of Peninsular Malaysia and the remaining 12 per cent. in Indonesia. Our Indonesian plantations are held by our wholly-owned subsidiary PT Sawit Nabati Agro. We also have an approximate 32 per cent. stake in Bumitama Agri Ltd, an Indonesian oil palm plantation owner. As of 30 June 2021, our current total planted area (including subsidiary companies) stands at 178,105 hectares and of our associate companies stands at 137,251 hectares. Our total planted area is 99% oil palm; with 81% being classified as mature. The weighted average palm age is 13.5 years.

The yield from oil palm plantations depends on a variety of factors, including the quality of the oil palm seed, soil and climatic conditions, the quality of management of the plantation, and harvesting and processing of the FFB at the optimum time. We have a dedicated research team focused on improving yields of FFB, the oil and kernel extraction rates and carrying out research involving tissue culture to cultivate seedlings with superior traits. In addition, we have a team of in-house agronomists to conduct



various analysis and studies with the objective of ensuring quality palms and fruits, including studies on palm oil nutrient status, palm appearance, ground conditions, pests and diseases affecting palms, and pruning methods.

Our quality commitment approach in the plantation sector begins with the use of superior breeds of palm seeds to help improve both the palm oil yields as well as the quality of the palm oil. Through oil palm breeding and selection, we believe we have managed to develop oil palm material, which we refer to as our “IOI DxP oil palm planting material”, with a high FFB yield and a high oil to bunch ratio. We also produce oil palm clones at our tissue culture laboratory. We first select high quality palms, and subsequently produce clones of the oil palm planting material. We believe that this helps ensure the high yield of our palm oil and helps ensure profitability of our oil palm business. In addition, to help ensure the quality of our palm oil, FFB crops harvested from our oil palm plantation are typically dispatched to the palm oil mill on the same day to minimise spoilage, the milling processes are closely monitored to help ensure minimal losses in the processing lines, and all machines are under stringent maintenance programmes to help ensure operational efficiency.

We believe that our R&D efforts and progressive agronomic practices together with our quality control procedures have yielded positive results for us and established our reputation as one of the most cost effective and efficient plantation companies in Malaysia. For the financial year ended 30 June, 2021, our FFB yield per hectare was approximately 20.78 tonnes (compared to the Malaysian industry average of approximately 16.73 tonnes per hectare in calendar year 2020), our CPO extraction rate was approximately 21.39 per cent. (compared to the Malaysian industry average of approximately 19.92 per cent. in calendar year 2020) and our CPO yield per mature hectare was approximately 4.44 tonnes (compared to the Malaysian industry average of approximately 3.33 tonnes in calendar year 2020). The lower FFB productivity and FFB yields are primarily caused by worker shortage, the COVID-19 pandemic, unfavourable weather conditions and ongoing replanting activities in the Sabah region. The outbreak of the COVID-19 pandemic resulted in Movement Control Orders (MCOs) and restriction on recruitment of migrant workers, which caused the aforesaid worker shortage. Our production was also hampered due to the delay in harvesting, collection of FFB, milling and transportation activities. As a result, CPO production output was adversely affected which led to lower oil yields.

The table below sets forth certain information with respect to the yield, oil extraction rate and operating profit of our oil palm plantation business:

	For the financial year ended 30 June,		
	2019	2020	2021
<b>Oil Palm</b>			
Average mature area harvested (hectare) . . . . .	147,770	145,802	140,418
FFB production (tonne) . . . . .	3,398,847	3,097,262	2,917,621
Yield per mature hectare (tonne) . . . . .	23.00	21.24	20.78
Mill production (tonne)			
CPO . . . . .	756,596	708,212	646,692
PK . . . . .	166,716	151,473	135,853
Oil extraction rate (%)			
CPO . . . . .	21.44	21.83	21.39
PK . . . . .	4.72	4.67	4.49
Average selling price (RM/tonne)			
CPO . . . . .	2,025	2,314	3,076
PK . . . . .	1,390	1,375	2,115

The table below sets forth certain information with respect to the planted area of our plantation business:

Area Statement (hectares)	For the financial year ended 30 June,		
	2019	2020	2021
Oil Palm			
Mature . . . . .	147,995	146,856	143,749
Immature . . . . .	28,161	30,053	33,177
	176,156	176,909	176,926
Rubber			
Mature . . . . .	415	457	457
Immature . . . . .	60	18	–
	475	475	457
Others . . . . .	648	684	722
Total planted area . . . . .	177,279	178,068	178,105
Nursery . . . . .	206	248	254
Estate under development . . . . .	8,382	836	554
Labour lines, building sites and infrastructure . . . . .	32,070	27,415	28,074
<b>Total area . . . . .</b>	<b>217,937</b>	<b>206,567</b>	<b>206,987</b>

With the increase in downstream operations, a substantial portion of our CPO and PK production is being utilised in our downstream manufacturing operations. For the financial year ended 30 June 2021, approximately 84.4 per cent. of our total plantation revenue of RM2.41 billion (U.S.\$580.6 million) comprised of sales to our manufacturing division as compared to approximately 88.7 per cent. of our total plantation revenue of RM1.90 billion (U.S.\$456.4 million) for the financial year ended 30 June 2020.

We have a sales team of more than 40 personnel located in Putrajaya, Johor and Penang, Malaysia who are involved in the sales and hedging activities of our CPO and PK. CPO not used in our downstream manufacturing business is sold to local refineries as well as exported to other countries. Palm fractions from our refinery are mainly exported to Europe, Asia and North America. To facilitate logistic and shipment times, most of these sales are transacted on a one to three month forward contract basis. Apart from forward physical sales, we also actively use the futures market for hedging with the objective of protecting against commodity price fluctuations. These hedging activities are carried out within a clearly defined risk management framework.

### ***Resource-Based Manufacturing***

Our resource-based manufacturing segment comprises mainly downstream activities such as refining of CPO and PK oil and processing of refined palm oil and PK oil into oleochemical as well as specialty oils and fats products. We have a well-integrated network of companies operating a range of related activities from primary production to downstream processing of oil palm produce and marketing. CPO and PK oil are refined and processed into products that are used in various industries including personal care, household products, food, pharmaceutical, cosmetics and chemicals industries. We own two refineries with a combined annual refining capacity of 1.8 million MT located in Pasir Gudang, Johor and Sandakan, Sabah which have gateways to major shipping routes with direct port access whilst being close to our plantations and mills.

Our resource-based manufacturing segment's profit of RM668.0 million (U.S.\$160.8 million) for FY2021 was 73% higher than the profit of RM385.1 million (U.S.\$92.7 million) reported for FY2020. The significantly higher profit was mainly due to our higher share of associate result from our associate company, Bunge Lodgers, which included a share of one-off gain of RM268.3 million (U.S.\$64.6 million) from the sale of its refinery located in Rotterdam as well as better performance from North America and Europe.

### ***Oleochemicals Manufacturing***

The principal activities of our oleochemical sub-segment are manufacturing and sales of fatty acids, glycerine, soap noodles and downstream oleochemical products such as fatty esters and specialty derivatives. The Group undertakes oleochemical manufacturing activities in four manufacturing facilities. Two of the manufacturing facilities are located in Peninsular Malaysia while the other two facilities are in Germany. Our total combined production capacity is about 780,000 MT per annum. The Penang and Johor plants are exclusively based on palm oil whereas the Germany plants use mainly palm oil supplemented by other vegetable oils such as coconut oil, rapeseed oil and sunflower oil. These plants complement and add value to each other through technical know-how collaborations and application of basic oleochemicals into niche derivatives. Our manufacturing facilities are certified and accredited by globally recognised bodies in various aspects of quality and international standards compliance. On top of the ISO 9001, ISO 14001 and ISO 50001 certifications, the Penang, Johor and Wittenberge sites have received the FSSC 22000 on food safety management, and the Witten site is certified by the EU-GMP for the production of API.

Oleochemicals are used in a wide variety of applications, including automotive, construction, plastic, food, nutrition, pharmaceutical, personal care products and cosmetics. Our oleochemical products are exported to more than 80 countries worldwide.

The table below sets forth certain information with respect to the performance of our oleochemicals manufacturing business:

	<b>For the financial year ended 30 June,</b>		
	<b>2019</b>	<b>2020</b>	<b>2021</b>
Capacity (tonnes per annum) . . . . .	780,000	780,000	780,000
Plant utilisation (%) . . . . .	82	77	76
Sales volume (tonnes) . . . . .	714,131	669,854	648,130

Our sales and marketing team comprises approximately 47 personnel in Malaysia. Our customers include some of the world's largest multi-national corporations. A significant portion of our production is sold to customers under long term supply contracts. To better serve our wide geographical distribution of customers, we have a network of distributors and agents across North America, South America, Africa, Europe and Asia.

### ***Specialty Oils and Fats Manufacturing***

While on 1 March 2018, the Group completed the disposal of 70% equity interest in Bunge Loders (with a preliminary disposal consideration of USD595.0 million plus EUR303.4 million (total approximately RM3,784.7 million)), our Specialty Oils and Fats manufacturing business continues to be carried out through our now 30% owned associate company, Bunge Loders.

Bunge Loders is a leading producer of specialty oils and fats for the food manufacturing and food service industry globally and its products are used in a variety of applications from bakery and confectionary to culinary and human nutrition. Our continuing business collaboration and synergy with Bunge to build Bunge Loders into a leading food ingredients business has culminated to its unmatched global presence, with differentiated and comprehensive product offerings based on tropical and seed oils and world class formulation and application capabilities.

During the year, Bunge Loders has disposed its refinery facility in Rotterdam, Netherlands, to Neste Corporation for EUR258 million. Bunge Loders has plans to reinvest a portion of the sum into identified growth projects to reach greater operational flexibility and efficiency and provide an enhanced portfolio of multi-oil refined products to its customers. This also supports Bunge Loder's long-term strategy to capture the growing global market for blended oils and enhance its footprint in an innovative and sustainable way.

### ***Recent Developments***

In June 2021, we took note of a letter from the CBP to a certain migrant worker rights specialist, dated 26 May 2021, which had been circulated among certain parties. This letter acknowledged the receipt of a petition providing information on alleged forced labour conditions at the Group in Malaysia, and that CBP had determined the information was sufficient to investigate the merits of the allegation. We had proactively contacted CBP to confirm the existence of an investigation and offered our co-operation in providing explanations and documents to assist any investigation. Whilst the abovementioned letter from the CBP mentions that there are sufficient grounds to open an investigation, however, as at the date hereof, we have not been informed of any such investigations having been initiated nor have we been contacted by CBP with regard to any investigation.

In June 2021, Finnwatch issued a report based on its investigations, that certain migrant workers who were employed by the Group faced poor living conditions, paid high recruitment fees, and were paid below the minimum wage. We view the report findings seriously and will strive to further improve the implementation of our labour policies as well as the working conditions in our plantations. In particular, in relation to the alleged high recruitment fees, we have been committed to a “Zero Recruitment Fees Policy” since 2017. Our investigations have revealed that the amount paid was not in fact recruitment fees but a collection of monies from workers at their source country by unknown person(s) (the **third party**) prior to the recruitment process. We have since reported the matter to the Indian Embassy for formal investigation and have suspended the recruitment agency which had alleged ties to the third party.

Also, to address the above concerns, we have further strengthened our commitment on human rights and workplace rights by introducing industry-leading labour policies and initiatives. These include:

- Zero Recruitment Fee Policy (as mentioned above);
- No retention of workers’ identity documents or withholding of workers’ wages;
- Foreign workers recruitment guidelines and procedures for recruitment agents;
- Employment contracts in workers’ indigenous language;
- Guidelines for providing basic amenities to workers;
- Guidelines for minimum wage and leave pay; and
- Worker’s work verification guideline.

While we have been working with a number of local and international labour rights experts and NGOs during the last five years to monitor the implementation of our labour policies, we have in October 2021 also undergone an audit process (initiated and supervised by one of our key customers and assisted by a reputable international labour rights consulting firm). The audit, which is currently ongoing as at the date of this Offering Circular, seeks to ascertain any non-compliance with our labour policies as well as any unsatisfactory working conditions faced by our migrant workers in Malaysia.

### ***Employees***

As of 30 June 2021, we had approximately 25,000 employees, a number of whom are covered by collective agreements. We have not experienced any strikes or work stoppages and believe that our relationship with our employees is good.

## ***Environmental***

We believe that we are in compliance in all material respects with applicable environmental regulations in Malaysia and Indonesia. We are not aware of any environmental proceedings or investigations which would materially affect our business, financial condition, results of operations or prospects.

As part of our commitment to environmentally responsible business practices and sustainable development, we are a founding member of the RSPO – a coalition of industry, non-governmental organisations, financial institutions, retailers and consumer product companies that have come together to develop a structured way forward for the sustainable production and use of sustainable palm oil. The RSPO has enumerated a set of principles to govern, among other things, the responsible development and expansion of oil palm plantations, and the use of environmentally sensitive areas for plantation land. The RSPO has implemented its certification programme which is extremely rigorous and covers a wide range of environmental and social issues. We are committed to implementing and adhering to the principles that the RSPO has enumerated or will enumerate, and will pursue certification under its certification programme with all necessary effort. Certain of these principles may prevent us from planting additional oil palms on parts of our unplanted landbank if those parts consist of High Conservation Value Forest which describes certain types of forest areas that merit particular protection due to any of a number of factors, including the presence of endangered animal species or particular biodiversity concerns.

In line with our RSPO commitments, we are progressing with the certification process of all our oil palm plantation estates as well as the certification process of our supply chain. We have attained the RSPO Supply Chain Certification for adhering to the regulations and requirements of the RSPO Supply Chain Certification Systems. RSPO Supply Chain System is used to trace, track, record and report the amount of certified sustainable palm oil being processed and traded by the downstream palm oil based industries in the supply chain. With this certification, we and our supply chain units, through the RSPO Supply Chain models (Mass Balance and Segregation), are able to make claims on the use of certified sustainable palm oil in its products.

As of 30 June 2021, we have obtained RSPO certification for 14 of our palm oil mills and 170,384 hectares of our planted area covering more than 95 per cent. of total planted area.

Our Sandakan refinery is also International Sustainability and Carbon Certificate (ISCC) certified. The ISCC System GmbH Certification supports lower greenhouse gas emissions and the use of sustainable biomass and bioenergy products.

In line with our efforts to lower greenhouse gas emissions, we have actively contributed to a RSPO working group on greenhouse gas emissions, developing an industry standard with the objective of setting quantifiable goals and facilitating benchmarks.

We have been and continue to be proactive in our approach towards resource management, environmental protection and combating issues such as climate change. We have adopted six of the UN SDGs which are most relevant to our business.

For more details, see “*Description of the Group – Our mission and strategy – Strategic enablers – Sustainability*”.

## ***Legal proceedings***

We are not a party to any litigation the outcome of which would materially affect our business, financial condition, results of operations or prospects.

## MANAGEMENT

### *Our Board of Directors*

The Board of Directors has the ultimate responsibility for the administration of the affairs of the Guarantor. The Constitution of the Guarantor provide for a Board of Directors of at least two but not more than 15 persons. As of 30 September 2021, the Board of Directors of the Guarantor consisted of seven members, as follows:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Tan Sri Peter Chin Fah Kui . . . . .	76	Independent Non-Executive Chairman
Dato' Lee Yeow Chor . . . . .	55	Group Managing Director and Chief Executive
Lee Yeow Seng. . . . .	43	Non-Independent Non-Executive Director
Tan Sri Dr Rahamat Bivi binti Yusoff . . . . .	64	Independent Non-Executive Director
Datuk Karownikaran @ Karunakaran a/l Ramasamy. . . . .	71	Independent Non-Executive Director
Cheah Tek Kuang . . . . .	74	Independent Non-Executive Director
Dr Nesadurai Kalanithi. . . . .	64	Independent Non-Executive Director

***Tan Sri Peter Chin Fah Kui.*** Tan Sri Peter Chin Fah Kui (**Tan Sri Peter Chin**) was first appointed to the Board of Directors on 1 December 2014. He is a barrister from Gray's Inn, London. He has held various senior appointments in the Malaysian Government Administration from 1986 until his retirement in May 2013 including the positions of Federal Minister, Federal Deputy Minister and Federal Parliament Secretary for the Ministry of Energy, Green Technology and Water, Ministry of Plantation Industries and Commodities, Ministry of Housing and Local Government, Ministry of Science, Technology and the Environment and Ministry of Welfare Services respectively. Tan Sri Peter Chin was the Chairman for Miri Municipal Council in 1984 and Member of Parliament for Lambir and Miri constituencies in Sarawak since 1986 to 2013. He has been the Special Advisor to Malaysia Green Technology Corporation since November 2013.

***Dato' Lee Yeow Chor.*** Dato' Lee Yeow Chor (**Dato' Lee**) was first appointed to the Board of Directors on 25 April 1996. He is the Group Managing Director and Chief Executive of the Group. Dato' Lee is a barrister from Gray's Inn, London and holds a LLB (Honours) from King's College London and a Postgraduate Diploma in Finance and Accounting from London School of Economics. Prior to joining the Group as a General Manager in 1994, he served in various capacities in the Attorney General's Chambers and the Malaysian Judiciary service for about four years. His last posting was as a Magistrate. Dato' Lee serves as the Chairman of the Malaysian Palm Oil Association. His past appointments include Chairman of the Malaysian Palm Oil Council, Director of Central Bank of Malaysia as well as Director of the Malaysian Green Technology Corporation..

***Lee Yeow Seng.*** Lee Yeow Seng was first appointed to the Board of Directors on 3 June 2008. Since joining the Group, he was involved in corporate affairs and general management within the Group prior to the demerger and listing of IOI Properties Group Berhad. Lee Yeow Seng holds a LLB (Honours) from King's College London and was admitted to the Bar of England & Wales by Inner Temple. Lee Yeow Seng is the brother of Dato' Lee Yeow Chor.

***Tan Sri Dr Rahamat Bivi binti Yusoff.*** Tan Sri Dr Rahamat Bivi binti Yusoff (**Tan Sri Dr Rahamat**) was first appointed to the Board of Directors on 15 August 2017. She holds a Ph.D. in Political Science and International Relations from the Australian National University, Australia, and a Masters in Economics from the University of Western Michigan, USA. She is a former public servant and her last post in the public service was Director General of Economic Planning Unit (2011-2017). During her almost 36 years of distinguished service in the public sector, among the many appointments she held were those of Secretary of Economic Division, Director of the Budget Division and Deputy Secretary General (Systems & Controls) of Ministry of Finance, and Director General of Economic Planning Unit in the Prime Minister's Department. Tan Sri Dr Rahamat is also a member of the Audit and Risk



Management Committee of the Guarantor. She is also the Co-Chairperson of Malaysia-Thailand Joint Authority, Chairman of Perbadanan Insurans Deposit Malaysia and Malaysia Nuclear Power Corporation as well as a member of the Advisory Council of Asian Development Bank Institute.

***Datuk Karownakaran @ Karunakaran a/l Ramasamy.*** Datuk Karownakaran @ Karunakaran a/l Ramasamy (**Datuk R. Karunakaran**) was first appointed to the Board of Directors on 17 January 2011. Datuk R. Karunakaran obtained a Bachelor of Economics (Accounting) (Honours) degree from the University of Malaya in 1972. He joined the Malaysian Investment Development Authority (formerly known as Malaysian Industrial Development Authority) (**MIDA**) in August 1972 and served in various positions including Deputy Director, Director, Deputy Director-General and Director-General. He also served as the Director of MIDA Singapore, Cologne (Germany) and London. Having served MIDA for about 36 years, Datuk R. Karunakaran retired as the Director-General of MIDA in June 2008, a position he held for about four years. During his service with MIDA, he was responsible for the promotion and coordination of the development of the manufacturing and services sectors in Malaysia including promoting domestic and foreign investment in Malaysia. Datuk R. Karunakaran is also the Chairman of the Audit and Risk Management Committee and a member of the Governance, Nominating and Remuneration Committee of the Guarantor. He is the Chairman of Etiqa International Holdings Sdn Bhd, Integrated Logistics Berhad, Maybank Ageas Holdings Berhad and Maybank Singapore Limited, as well as a Director of Malayan Banking Berhad and Bursa Malaysia Berhad.

***Cheah Tek Kuang.*** Cheah Tek Kuang was first appointed to the Board of Directors on 22 August 2012. He has a Bachelor of Economics (Honours) from the University of Malaya and is a Fellow of the Asian Institute of Chartered Bankers. Cheah Tek Kuang is the Chairman of the Governance, Nominating and Remuneration Committee and a member of the Audit and Risk Management Committee of the Guarantor. His past positions include Group Managing Director of AmBank Group, Director of the Appeals Committee of Bursa Malaysia Securities Berhad, Director of Bursa Malaysia Berhad and Director of Velesto Energy Berhad. Cheah Tek Kuang is currently a Director of Eco World International Berhad, UPA Corporation Berhad, Berjaya Golf Resort Berhad and Malaysian Institute of Art as well as the Governor of Yayasan Bursa Malaysia.

***Dr Nesadurai Kalanithi.*** Dr Nesadurai Kalanithi was first appointed to the Board of Directors on 8 July 2021. Dr. Nesadurai Kalanithi has a Ph.D in Biochemistry and Molecular Biology from the University of Reading and more than 35 years of experience in the oil palm industry. Dr Nesadurai Kalanithi is a member of the Governance, Nominating and Remuneration Committee and Audit and Risk Management Committee of the Guarantor. She started her career in 1984, as a Senior Principal Research Scientist and Head of the Nutrition Group in Malaysian Palm Oil Board (**MPOB**), where she studied the effects of palm oil and its phytonutrients in food, nutrition and health. She has several patents and publications to her credit and is known for her contribution to the field of research in tocotrienols and breast cancer. Between 2003 to 2004, she was a Visiting Research Scientist at the Centre for Animal Biotechnology, University of Melbourne, Australia. Dr. Nesadurai Kalanithi in 2008 was made the Director of Product Development and Advisory Services in MPOB. In 2013, she was appointed Minister at the Malaysian Embassy based in Brussels, Belgium and was the Regional Manager for MPOB in Europe, a position she held up till 2017. Dr. Nesadurai Kalanithi was awarded the Gold Medal for excellence in research by MPOB in 2001 and won the prestigious World Intellectual Property Organizations Best Woman Inventor in 2006. She was a founding member of the Malaysian Chapter of the Society for Free Radical Research (**SFRR**) and was the Past-President for SFRR Asia. She is also the co-founder of Climate Governance Malaysia, an affiliate of World Economic Forum.



### **Executive Officers**

Our management team is selected and appointed by our Board of Directors. Our management team is responsible for our day-to-day operations and undertaking all other matters as directed by our Board of Directors. Certain information with respect to our management team is set out below:

<b>Name</b>	<b>Age</b>	<b>Position</b>
<b>Corporate:</b>		
Kong Kian Beng . . . . .	44	Group Chief Financial Officer
Dr Surina binti Ismail . . . . .	61	Group Head of Sustainability
Farah Suhanah Ahmad Sarji . . . . .	56	Group Legal Counsel
Vincent Tan Choong Khiang . . . . .	51	Company Secretary
Alvin Lee Chin Huat . . . . .	47	Head of Business Systems and Information Technology
Ling Kea Ang . . . . .	54	Head of Group Internal Audit
Amir Mohd Hafiz bin Amir Khalid . . . . .	41	Head of Group Strategy
<b>Plantation:</b>		
Sudhakaran a/l Nottath Bhaskaran . . . . .	62	Group Plantation Director
Subramaniam a/l Arumugam . . . . .	57	Head of Plantations, Indonesia
Ragupathy a/l Selvaraj . . . . .	63	Senior General Manager, Plantations
<b>Commodity Marketing:</b>		
Lim Jit Uei . . . . .	47	Group Head of Commodity Marketing
<b>Oleochemicals:</b>		
Tan Kean Hua . . . . .	57	Executive Director
Koo Ping Wui . . . . .	57	Chief Operating Officer, Johor
Lai Choon Wah . . . . .	58	Chief Operating Officer, Penang
Thomas Kummer . . . . .	52	Chief Operating Officer, Germany
<b>Refinery:</b>		
Shyam a/l M. K. Lakshmanan . . . . .	58	General Manager

The management team is headed by the Group Managing Director and Chief Executive, Dato' Lee Yeow Chor. He is assisted by the Executive Directors and the following management staff:

### **Corporate Division**

**Mr Kong Kian Beng.** Mr Kong Kian Beng is the Group Chief Financial Officer. He is a member of Malaysian Institute of Accountants (MIA) and a fellow of the Association of Chartered Certified Accountants (ACCA). He has more than 20 years of experience in financial reporting, accounting and corporate finance. He joined the Guarantor in March 2006 as Group Accounting Manager and has since held various senior positions before being promoted to Group Chief Financial Officer (CFO). His last held position is Group Financial Controller, overseeing treasury, corporate finance, taxation and investor relation functions of the Group. He was also the Acting Group CFO of the Guarantor from November 2016 to September 2017. Prior to joining the Group, he was the Audit Manager of PricewaterhouseCoopers (now known as PricewaterhouseCoopers PLT).

**Dr Surina binti Ismail.** Dr Surina binti Ismail is the Group Head of Sustainability. She obtained her Bachelor of Science (Honours) in Chemistry from Indiana University, MSc. In Polymer Organic Chemistry from University of Massachusetts and a Ph.D. in Bioorganic Polymer from University of Akron, USA. She has more than 20 years of experience working in several multinational and large Malaysian corporations. She brings with her diverse experience in intellectual property management, research and development, corporate strategy & planning and sustainability. She has strong technical knowledge and experience in oleochemicals, palm oil, rubber products, UV coating and nanotechnology specifically in nanomaterials where she holds several international patents.

**Ms Farah Suhanah Ahmad Sarji.** Ms Farah Suhanah Ahmad Sarji is the Group Legal Counsel. She obtained a Bachelor of Arts in Law (Honours) from the University of Kent at Canterbury, is a Barrister-at-Law of the Middle Temple, UK, and has been called to the Malaysian Bar. She brings with her more than 25 years of experience in legal practice in the areas of privatisation of infrastructure and services, conveyancing of property and real estate, joint venture transactions and arrangements, corporate and commercial transactions, the satellite communications industry as well as regulatory compliance. Prior to joining the Group, she was in private legal practice and has also held various senior positions in public listed companies.

**Mr Vincent Tan Choong Khiang.** Mr Vincent Tan Choong Khiang is the Company Secretary. He is a fellow of the Chartered Governance Institute and the Malaysian Institute of Chartered Secretaries and Administrators (MAICSA). He has more than 20 years of working experience in secretarial and governance practices, corporate advisory and compliance. Prior to joining the Group, he was an Associate Director for Corporate Services with Tricor Services (Malaysia) Sdn Bhd (formerly PFA) where he was responsible for management and business development of their corporate secretarial and accounting service divisions. He was also Deputy President of MAICSA.

**Mr Alvin Lee Chin Huat.** Mr Alvin Lee Chin Huat is the Head of Business Systems and Information Technology. He holds a Master of Science (Information Technology (IT)) from Universiti Putra Malaysia. He has more than 20 years of experience in IT business application, with specialisation in network, systems, database and software project development in diverse exposures of different industries ranging from automotive, machineries, retail, merchandising to manufacturing.

**Mr Ling Kea Ang.** Mr Ling Kea Ang is the Head of Group Internal Audit. He is a Chartered Accountant and holds the ACCA qualification and is a member of the MIA and Institute of Internal Auditors Malaysia. He has more than 27 years of experience in external and internal auditing. Prior to joining the Group, he was attached to one of the Big Four international accounting firms and had acquired broad experience in auditing, accounting and taxation of large publicly listed companies listed on the Bursa Malaysia Securities Berhad, large multinational corporations and privately owned businesses which were involved in various business sectors of the Malaysian economy. He was also assigned to carry out internal audit and Sarbanes-Oxley Section 404 audit of multinational corporations and was also involved in other special assignments like corporate listing and due diligence exercise.

**Amir Mohd Hafiz bin Amir Khalid.** Mr Amir Mohd Hafiz bin Amir Khalid is the Head of Group Strategy. He holds an Intensive Diploma in Oil Palm Management and Technology from MPOB, a Bachelor of Arts with Honours in Accounting and Finance from Liverpool John Moores University, UK, and is a fellow of the ACCA. He has 18 years of experience in financial management, corporate strategy, corporate finance, mergers and acquisitions, and investor relations. Prior to joining IOI Group, he was the Chief Financial Officer of TDM Berhad and prior to that he was with PETRONAS and Ernst & Young. Previously working abroad with BMI British Midland in the United Kingdom as an Operational Cost Analyst and began his career as an Equity Analyst at Financial Times Interactive Data in Ireland in 2002.

#### **Plantation Division**

**Mr Sudhakaran a/l Nottath Bhaskaran.** Mr Sudhakaran a/l Nottath Bhaskaran is the Group Plantation Director. He holds an Honours Degree in Mechanical Engineering from University of Technology Malaysia and a Diploma in Palm Oil Mill Engineering from MPOB. He started his career in Felda Mills Corporation as a Mill Engineer and later joined Unilever Plantations where he held several positions as Mill Manager, Estate Manager and General Manager of Plantations. He joined the Group in 2003 as General Manager of Sandakan Refinery and later assumed the position of General Manager of Sandakan Plantations before his posting to Head Office as Senior General Manager, Plantations Division. He was subsequently promoted to Plantation Director on 1 July 2017.

**Mr Subramaniam a/l Arumugam.** Mr Subramaniam a/l Arumugam is the Head of Plantations, Indonesia. He holds a Bachelor of Science (Agribusiness) degree from the University Pertanian Malaysia. He has over 31 years working experience in the plantation industry and held positions of General Manager as well as Regional Controller in various big plantation companies in Malaysia and Indonesia. Prior to joining the Group, he was the Regional Controller at Sinarmas (Golden Agri Resources).

**Mr Ragupathy a/l Selvaraj.** Mr Ragupathy a/l Selvaraj is the Senior General Manager of the Plantation Division of the Group. He holds a Bachelor of Science in Agriculture from Andhra Pradesh Agriculture University, Hyderabad, Andhra Pradesh, India. Prior to joining the Group as an Assistant Manager in 1989, he was a Cadet Planter in Ditas Estate (1988) which was later acquired by the Group in 1989.

### **Commodity Marketing Division**

**Lim Jit Uei.** Mr Lim Jit Uei is the Group Head of Commodity Marketing. He obtained a Bachelor of Science in Real Estate (Honours) from the National University of Singapore. He has more than 20 years of experience in the trading of agricultural commodities with leading commodity companies. Prior to joining the Group, he was the Regional Procurement Manager (Commodities) for a global food ingredients manufacturer. He also sits on the Management Board of the Palm Oil Refiners Association of Malaysia. Mr Lim Jit Uei is the brother-in-law of Dato' Lee Yeow Chor and Mr Lee Yeow Seng.

### **Oleochemicals Division**

**Mr Tan Kean Hua.** Mr Tan Kean Hua is the Executive Director of the Oleochemicals Division of the Group. He holds a First Class Honours Degree in Chemical Engineering from University of Malaya and an Executive MBA Degree from the University of Bath, Malaysia Institute of Management. He is a Fellow of Institution of Chemical Engineers, UK (FIChemE) and Chartered Engineer of The Engineering Council, UK (Ceng). Prior to joining the Group in 2004, he held a senior marketing position in Uniqema. He was the Chairman of Malaysian Oleochemical Manufacturers Group (MOMG) from March 2010 to March 2017 and also held the chair for the Asean Oleochemical Manufacturers Group (AOMG) twice during his MOMG Chairmanship. He was the Board member of the Board of MPOB for 3 terms from May 2010 until May 2017.

**Mr Koo Ping Wui.** Mr Koo Ping Wui is Chief Operating Officer, Johor of the Oleochemicals Division of the Group. He holds a Master Degree in Business Administration from Open University of Malaysia and Diploma in Marketing from the Marketing Confederation of Australia. Prior to joining IOI Oleochemicals Industries Berhad, he has worked in the pharmaceutical and medical supplies industry for 15 years. He joined IOI in 2003 and has headed sales and marketing teams in various subsidiaries within IOI Oleochemical Division. Before his appointment as Chief Operating Officer, Johor in 2020, he was the Chief Marketing Officer, IOI Oleo GmbH based in Hamburg, Germany since 2017.

**Mr Lai Choon Wah.** Mr Lai Choon Wah is the Chief Operating Officer, Penang of the Oleochemicals Division of the Group. He holds a Degree in Chemical and Process Engineering from the National University of Malaysia and also a Master Degree in Business Administration from University Science Malaysia. He has extensive working experience in oleochemicals industry and has been working with the Group since 1997. Before his appointment as Chief Operating Officer in July 2016, he was the Senior General Manager.

**Mr Thomas Kummer.** Mr Thomas Kummer holds a Bachelor of Chemical Production and Management. Prior to the Group taking over the business from the former owner in 2016, he held a senior operation position in the former organisation and has more than 20 years of experience in the oleochemical business in different management positions.

## **Refinery Division**

***Mr Shyam a/l M. K. Lakshmanan.*** Mr Shyam a/l M. K. Lakshmanan is the General Manager of Refinery. He holds a Master's Degree in Manufacturing Systems Engineering from the University of Warwick, UK. He is a Chartered Chemical Engineer (UK), a Professional Engineer and a First Grade Steam Engineer. Prior to joining the Group, initially he worked as a Process Engineer in the edible oil industry and then moved to the chemical industry. His international experiences include handling mineral processing projects in China and Indonesia, and heading a mineral processing plant in Western Australia. As a Certified Energy Manager, he leads the energy and resources savings projects as well as environment conservation efforts. He is also a Chartered Scientist (UK) and guides the Research and Development being conducted at Sandakan Refinery to reduce 3-MCPD and GE in palm oil products.

## PRINCIPAL SHAREHOLDERS

The substantial shareholders of the Guarantor holding 5 per cent. or more of the Guarantor's issued and paid up share capital as of 30 September 2021 based on its Register of Substantial Shareholders are as follows:

Name of substantial shareholders	No. of ordinary shares held*			
	Direct	%	Indirect	%
Dato' Lee Yeow Chor . . . . .	9,818,800	0.16	3,129,534,980 <sup>(1)</sup>	50.26
Lee Yeow Seng. . . . .	—	—	3,129,534,980 <sup>(2)</sup>	50.26
Progressive Holdings Sdn Bhd . . . . .	3,129,534,980	50.21	—	—
Employees Provident Fund Board . . . . .	822,499,573	13.21	—	—

*Notes:*

(1) Deemed interested by virtue of his interest in Progressive Holdings Sdn Bhd ("PH") pursuant to Section 8 of the Companies Act 2016.

(2) Deemed interested by virtue of his interest in PH pursuant to Section 8 of the Companies Act 2016.

\* Based on the total number of issued voting shares (excluding 57,961,400 treasury shares)

As of 30 September 2021, the authorised share capital of the Guarantor is RM750,000,000 comprising 7,500,000,000 ordinary shares, of which 6,285,198,995 ordinary shares have been issued and fully paid-up including 57,961,400 treasury shares. The total number of shares with voting rights as of 30 September 2021 is 6,227,237,595.

## RELATED PARTY TRANSACTIONS

“Related party transactions” is defined in the Main Market Listing Requirements of Bursa Securities (the **Listing Requirements**) as transactions entered into by a listed issuer or its subsidiaries which involve the interest, direct or indirect, of a related party. A related party has been further defined by the Listing Requirements as “a director, major shareholder (i.e., a shareholder holding not less than 10% of the voting shares of the listed company, or not less than 5% of the voting shares of the listed company where such shareholder is the largest shareholder of the corporation) or person connected with such director or major shareholder”, including a person who was a director, major shareholder or person connected with such director or major shareholder within the preceding six months before the terms of the transaction were agreed upon. As part of its operations, there are necessarily numerous related party transactions entered into between the Guarantor and parties deemed as being related to it. See page 112 of our annual report for the year ended 30 June 2021 for a description of our significant related party transactions. As a company listed on Bursa Securities, the Guarantor is obliged to adhere to certain Listing Requirements in relation to related party transactions, which include the following:

### *Recurrent Related Party Transactions of a Revenue or Trading Nature*

In relation to recurrent related party transaction which is recurrent, of a revenue or trading nature and which is necessary for the Guarantor and its subsidiaries’ day-to-day operations (**Recurrent Related Party Transaction**), where the consideration, value of the assets, capital outlay or costs is equal to or exceeds RM1 million, or the percentage ratio of such Recurrent Related Party Transactions is equivalent to or exceeds 1%, whichever is the higher, the Guarantor is required to make an immediate announcement to Bursa Securities. Subject to Paragraphs 10.08(9) and 10.08(10) of the Listing Requirements, where any of the said percentage ratios of a related party transaction is equal to or exceed 5 per cent. the Guarantor is required to issue a circular to its shareholders, obtain specific shareholders’ approval for the transaction and appoint an independent adviser to advise its shareholders, in particular, that the transaction is not to the detriment of minority shareholders. Where the percentage ratio is equal to or exceeds 25%, the Guarantor is required to appoint a main adviser in addition to the independent adviser discussed above. The Guarantor’s directors and shareholders who are interested in a related party transaction and persons connected to them may not vote on any resolution approving such a transaction. The Guarantor has obtained a shareholders’ mandate at its annual general meeting held on 30 October 2020 to enter into certain recurrent related party transactions (such mandate being subject to an annual renewal), and consequently the requirement for the issue of a circular, obtaining specific shareholders’ approval and the appointment of an independent adviser as stated above is not required for such transactions. The shareholders’ approval will lapse unless renewed at the Guarantor’s next annual general meeting.

### *Transactions not of a Revenue or Trading Nature*

The Guarantor is required to make an announcement of all related party transactions it enters into where any of the percentage ratios is equal to or exceeds 0.25%, except where the value of the consideration given or received is less than RM500,000 or it is a Recurrent Related Party Transaction. These announcements must contain prescribed information on the said transaction. In addition, where any of the percentage ratios in a related party transaction is equal to or exceeds 5%, the Guarantor will also be required to send a circular to its shareholders, appoint an independent adviser for its shareholders and seek shareholders’ approval for the transaction at a general meeting. If any of the percentage ratios in a related party transaction is equal to or exceeds 25%, the Guarantor will be required to carry out all of the above, and in addition appoint a main adviser for the transaction. The Guarantor’s directors and shareholders who are interested parties in a related party transaction and persons connected to them may not vote on any resolution approving such a transaction. In addition, a director with any interest, direct or indirect, must abstain from board deliberation and voting on the relevant resolution in respect of the related party transaction.

## **REGULATION OF THE PLANTATION AND MANUFACTURING INDUSTRIES IN MALAYSIA**

*We have set out below a summary discussion of the major laws and regulations governing the palm oil and manufacturing industries in Malaysia. This summary provides a general outline of the major applicable laws and regulations only and does not purport to be an exhaustive description of all the applicable laws and regulations. You should consider the regulatory environment discussed below as it could have a material impact on our business and operations in the future.*

### **Palm Oil Industry**

The palm oil industry in Malaysia is governed by the Malaysian Palm Oil Board Act 1998, which empowers the Malaysian Palm Oil Board (**MPOB**) to promote and develop the oil palm industry of Malaysia and to develop national objectives, policies and priorities for the orderly development and administration of the oil palm industry of Malaysia.

The MPOB has the power to regulate the oil palm industry, including the implementation of registration and licensing schemes and prescribing the standards or grades of oil palm and oil palm products. Pursuant to the Palm Oil Industry (Licensing) Regulations 2005, any persons who are involved in the palm oil business (including the production, sale, purchase, milling, storage, export and import of palm oil products) are required to obtain an appropriate licence from the MPOB. Every licensee is to comply with every condition imposed on the licences issued by the MPOB.

The Malaysian Palm Oil Board (Registration of Contracts) Regulations 2005 provides for the registration of contracts in relation to the sale and purchase of oil palm products and the details of such contracts (other than contracts for palm oleochemicals which need not be registered, but excluding international contracts for export of palm oleochemicals which shall be registered) with the MPOB. Every holder of a licence issued under the Malaysian Palm Oil Board (Licensing) Regulations 2005 is required to register the aforementioned contracts within a prescribed time limit.

The Malaysian Palm Oil Board (Quality) Regulations 2005 regulate and co-ordinate the quality of palm oil in the Malaysian market and aim to prohibit the contamination of palm oil or oil palm products with foreign material. Quality declarations for the export, import and trade of palm oil products will be made to MPOB in order to determine whether such products conform to the type and quality of palm oil products that may be sold, exported and imported or specified in the contract for sale relating to such products.

### **Manufacturing Industry**

The manufacturing industry in Malaysia is regulated by the Industrial Co-ordination Act 1975, which aims to encourage orderly development and growth in the country's manufacturing industry.

Under the Industrial Co-ordination Act 1975, any person or company engaging in any manufacturing activity with shareholders' funds of RM2.5 million and above or employing 75 or more full-time paid employees is required to obtain a manufacturing licence from the Ministry of International Trade and Industry.

"Manufacturing activity" is defined in the Industrial Co-ordination Act 1975 as "the making, altering, blending, ornamenting, finishing or otherwise treating or adapting any article or substance with a view to its use, sale, transport, delivery or disposal and includes the assembly of parts and ship repairing but shall not include any activity normally associated with retail or wholesale trade".

The application for a manufacturing licence is to be submitted to the Malaysian Investment Development Authority. The Malaysian Investment Development Authority is a statutory body which falls under the purview of the Ministry of International Trade and Industry.



### *Foreign equity restrictions*

Since June 2003, the Government has effectively lifted various restrictions on foreign participation in the manufacturing industry, including export and equity conditions, which were previously in force. Foreign investors can hold 100% of the equity in all investments in new projects, as well as investments in expansion and/or diversification projects by existing companies, irrespective of the level of exports and without excluding any product or activity. This equity liberalisation also applies to companies previously exempted from obtaining a manufacturing licence but whose shareholders' funds have subsequently reached RM2.5 million or engaged 75 or more full time employees and are thus required to be licensed. The liberalisation also applies to licensed companies previously exempted from complying with equity conditions, but are now required to comply due to their shareholders' funds having reached RM2.5 million. Whilst equity and export conditions imposed on existing licensed manufacturing companies prior to June 2003 will be maintained, companies can request for these conditions to be removed and approval will be given based on the merits of each case.

## TAXATION

### Malaysian Taxation

*The following is a summary of certain Malaysian tax considerations relevant to the subscription, ownership and redemption of Notes by persons (either individuals or companies) who are not resident in Malaysia and who do not hold such Notes in connection with the conduct of a business in Malaysia (**non-resident holders**). The discussion below is not intended to constitute a complete analysis of all tax consequences relating to the subscription, ownership, redemption and disposition of Notes. Prospective purchasers of Notes should consult their own tax advisers concerning the tax consequences relating to ownership and disposition of Notes in light of their particular situations. In particular, this summary does not apply to holders who are subject to special Malaysian tax rules, including but not limited to financial institutions, insurance companies, dealers, traders or holders deemed to be engaged in speculation in the Notes for Malaysian tax purposes. This summary is based on Malaysian laws, regulations and interpretation as of the date of this Offering Circular. The laws, regulations and interpretation, however, may change at any time, and any change could be retroactive. These laws and regulations are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below.*

#### *Income Tax or Withholding Tax*

As the Issuer is incorporated under the Labuan Companies Act 1990, any payment of interest by the Issuer on any Notes to non-resident holders will not be subject to income tax or withholding tax in Malaysia by virtue of a specific tax exemption provided that such non-resident holders are not licensed to carry on a business under the Financial Services Act 2013 and Islamic Financial Services Act 2013. In addition, any proceeds and gains from the sale or transfer of Notes by non-resident holders would not be subject to Malaysian income tax or withholding tax. Under Malaysian tax law, a company is regarded as a “non-resident” for the basis year for a year of assessment if at any time during that basis year the management and control of its affairs are not exercised in Malaysia at any time by its directors or other controlling authority. The rules regarding the residency status of individuals are complex but are generally based upon the length of time spent in Malaysia.

#### *Capital Gains Tax*

Malaysia has no capital gains tax in respect of any proceeds or gains realised on the sale or transfer or redemption of the Notes.

#### *Stamp Duty*

All instruments relating to the issuance, redemption, sale or transfer of Notes which are executed outside Malaysia will not give rise to any stamp duty in Malaysia.

### 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 Inland Revenue Authority of Singapore (IRAS) and the Monetary Authority of Singapore (the MAS) 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. These laws, guidelines and circulars are also subject to various interpretations and no assurance can be given that the relevant tax authorities or the courts will agree with the explanations or conclusions set out below. 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 holder of Notes 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. The statements should not be regarded as advice on the tax position of any person and should be treated with appropriate caution. The statements also do not consider any specific facts or circumstances that may apply to any particular purchaser. Holders and prospective holders of the Notes are advised to consult their own tax advisors as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Guarantor, the Arrangers and Dealers and any other persons involved in the issue of the Notes accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.*

## 1. QUALIFYING DEBT SECURITIES SCHEME

In the case of a Tranche of Notes which are issued in respect of which the relevant Pricing Supplement includes a legend entitled “Notes intended to be Qualifying Debt Securities for the purposes of the Income Tax Act, Chapter 134 of Singapore” during the period from the date of this Offering Circular to 31 December 2023, and more than half of the Notes are distributed by a financial sector incentive (capital market) company, a financial sector incentive (standard tier) company and/or a financial sector incentive (bond market) company, any tranche of the Notes (the **Relevant Notes**) issued as debt securities would be qualifying debt securities for the purposes of the ITA and subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities to the MAS in respect of the Relevant Notes within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the **Qualifying Income**) from the Relevant Notes derived by any company or 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).

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Relevant Notes by any person who (i) is not resident in Singapore and (ii) 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 ITA shall not apply if such person acquires such Relevant Notes using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.

However, notwithstanding the foregoing:

- (A) if during the primary launch of the Relevant Notes, the Relevant Notes 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 “qualifying debt securities”; and
- (B) even though the Relevant Notes are “qualifying debt securities”, if at any time during the tenure of such Relevant Notes, 50 per cent. or more of the issue of such Relevant Notes is held beneficially 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 concessionary rate of tax as described above.

The term **related party**, in relation to a person, means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by that person, or where he and that other person, directly or indirectly, are under the control of a common person.

For the purposes of the ITA and this Singapore tax disclosure:

- (a) **break cost** means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;
- (b) **prepayment fee** means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and
- (c) **redemption premium** means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

## 2. GAINS ON DISPOSAL OF NOTES

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 are required to apply Singapore Financial Reporting Standard 39 (**FRS 39**), Financial Reporting Standard 109 – Financial Instruments (**FRS 109**) or Singapore Financial Reporting Standard (International) 9 (Financial Instruments) (**SFRS(I) 9**) (as the case may be) may for Singapore income tax purposes be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39, FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on “*Adoption of FRS 39, FRS 109 or SFRS(I) 9 Treatment for Singapore Income Tax Purposes*”.

## 3. ADOPTION OF FRS 39, FRS 109 OR SFRS(I) 9 TREATMENT FOR SINGAPORE INCOME TAX PURPOSES

Subject to certain “opt-out” provisions, Section 34A of the ITA requires taxpayers who adopt or are required to adopt FRS 39 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 39, subject to certain exceptions provided in that section. The IRAS has also issued an e-Tax Guide entitled “Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement” to provide guidance on the Singapore income tax treatment of financial instruments.

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the ITA requires taxpayers who adopt or who are required to adopt 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 provided in that section. The IRAS has also issued an e-Tax Guide entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments (Second Edition)”.

Holders of the Notes who may be subject to the tax treatment under the FRS 39 tax regime, FRS 109 tax regime or the SFRS(I) 9 tax regime 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 the US Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. A number of jurisdictions (including Malaysia) 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. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the US Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for US federal tax purposes that are 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 US Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such 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 previously issued 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 the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Notes.

##### **The proposed financial transactions tax**

On 14 February 2013, the European Commission published a proposal (the **Commission’s Proposal**) for a Directive for a common financial transactions tax (**FTT**) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

## SUBSCRIPTION AND SALE

The Dealers have, in an amended and restated programme agreement (the **Programme Agreement**) dated 15 October 2021, agreed with the Issuer and the Guarantor a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under “*Form of the Notes*” and “*Terms and Conditions of the Notes*”. In the Programme Agreement, the Issuer (failing which, the Guarantor) has agreed to reimburse the Dealers for certain of their expenses in connection with any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

In order to facilitate the offering of any Tranche of the Notes, certain persons participating in the offering of the Tranche may engage in transactions that stabilise, maintain or otherwise affect the market price of the relevant Notes during and after the offering of the Tranche. Specifically such persons may over-allot or create a short position in the Notes for their own account by selling more Notes than have been sold to them by the Issuer. Such persons may also elect to cover any such short position by purchasing Notes in the open market. In addition, such persons may stabilise or maintain the price of the Notes by bidding for or purchasing Notes in the open market and may impose penalty bids, under which selling concessions allowed to syndicate members or other broker-dealers participating in the offering of the Notes are reclaimed if Notes previously distributed in the offering are repurchased in connection with stabilisation transactions or otherwise. The effect of these transactions may be to stabilise or maintain the market price of the Notes at a level above that which might otherwise prevail in the open market. The imposition of a penalty bid may also affect the price of the Notes to the extent that it discourages resales thereof. No representation is made as to the magnitude or effect of any such stabilising or other transactions. Such transactions, if commenced, may be discontinued at any time.

If a jurisdiction requires that the offering be made by a licenced broker or dealer and the Dealers or any affiliate of the Dealers is a licenced broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Dealer or its affiliate on behalf of the Bank in such jurisdiction.

The Dealers and their affiliates are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. Each of the Dealers may have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer, the Guarantor or its subsidiaries, jointly controlled entities or associated companies from time to time. In the ordinary course of their various business activities, the Dealers and their affiliates may make or hold (on their own account, on behalf of clients or in their capacity of investment advisers) a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments and enter into other transactions, including credit derivatives (such as asset swaps, repackaging and credit default swaps) in relation thereto. Such transactions, investments and securities activities may involve securities and instruments of the Issuer, the Guarantor or its subsidiaries, jointly controlled entities or associated companies, including Notes issued under the Programme, which may be entered into at the same time or proximate to offers and sales of Notes or at other times in the secondary market and be carried out with counterparties that are also purchasers, holders or sellers of Notes. Notes issued under the Programme may be purchased by or be allocated to any Dealer or an affiliate for asset management and/or proprietary purposes but not with a view to distribution.



## United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution, as determined and certified by the relevant Dealer or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager, of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each issuance of Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

## Prohibition of Sales to EEA Retail Investors

If the Pricing Supplement in respect of any Notes includes a legend entitled “Prohibition of Sales to EEA Retail Investors”, each Dealer represents, warrants and agrees, and each further Dealer appointed under the Programme will be required to represent, warrant and agrees 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 Pricing Supplement in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (i) the expression **retail investor** means a person who is one (or more) of the following:
  - (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
  - (b) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II; or
  - (c) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**); and

- (ii) 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.

If the Pricing Supplement in respect of any Notes does not include a legend entitled “Prohibition of Sales to EEA Retail Investors”, in relation to each Member State of the European Economic Area, 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 made and will not make an offer of Notes which are the subject of the offering contemplated by the Offering Circular as completed by the Pricing Supplement in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (a) if the Pricing Supplement in relation to the Notes specifies that an offer of those Notes may be made other than pursuant to Article 1(4) of the EU Prospectus Regulation in that Member State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that any such prospectus has subsequently been completed by the Pricing Supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Pricing Supplement, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the EU Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression **an offer of Notes to the public** in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, and the expression **Prospectus Regulation** means Regulation (EU) 2017/1129.

## **United Kingdom**

### ***Prohibition of Sales to UK Retail Investors***

If the Pricing Supplement in respect of any Notes includes a legend entitled “Prohibition of Sales to UK Retail Investors”, 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, 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 as completed by the Pricing Supplement in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision:

- (i) the expression **retail investor** means a person who is one (or more) of the following:

- (a) 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
  - (b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (c) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (ii) 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.

If the Pricing Supplement in respect of any Notes does not include a legend entitled “Prohibition of Sales to UK Retail Investors”, 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 made and will not make an offer of Notes which are the subject of the offering contemplated by the Offering Circular as completed by the Pricing Supplement in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

- (a) if the Pricing Supplement in relation to the Notes specify that an offer of those Notes may be made other than pursuant to section 86 of the FSMA (a **Public Offer**), following the date of publication of a prospectus in relation to such Notes which either (i) has been approved by the Financial Conduct Authority, or (ii) is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, provided that any such prospectus has subsequently been completed by the Pricing Supplement contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or Pricing Supplement, as applicable, and the Issuer has consented in writing to its use for the purpose of that Public Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (c) at any time to fewer than 150 persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression **an offer of Notes to the public** in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes and the expression **UK Prospectus Regulation** means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

#### ***Other Regulatory Restrictions***

Each Dealer has represented and agreed, 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 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 or the Guarantor; 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.

### Italy

Each Dealer has represented, warranted and agreed and each further Dealer appointed under the Programme will be required to represent, warrant and agree that the offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Offering Circular or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any application provision of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Italian CONSOB regulations; or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or any other document relating to the Notes in the Republic of Italy under (a) or (b) above must:

- (i) be made by investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and
- (ii) comply with any other applicable laws and regulations or requirements imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

### 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 **FIEA**) and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan

or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### **Hong Kong**

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant 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 (i) to “professional investors” as defined in the SFO and any rules made under the SFO; or (ii) 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 nor had in its possession for the purposes of issue and will not issue or have in its possession for the purposes of issue whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

### **Singapore**

Each Dealer has acknowledged that, and each further Dealer appointed under the Programme will be required to acknowledge that, this Offering Circular has not been registered and will not be registered as a prospectus with the Monetary Authority of Singapore (the **MAS**). 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 any Notes, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289 of Singapore), as modified or amended from time to time (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, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018 of Singapore.

### **Malaysia**

No approval from the Securities Commission of Malaysia has been or will be obtained for the offering or issuance of the Notes on the basis that the Notes will be issued by the Issuer, being an entity established and registered under the Labuan Companies Act 1994, and will be offered or sold exclusively to persons outside Malaysia or if within Malaysia then only by and to a Labuan company or foreign Labuan company, as defined under the Labuan Companies Act. In addition, no approval from the Labuan Financial Services Authority has been or will be obtained for the offering of the Notes on the basis that the offer of the Notes is an excluded offer under section 8(5) of the LFSSA. This Offering Circular has not been nor will it be registered with the Securities Commission of Malaysia or the Labuan Financial Services Authority on the basis that (A) the Notes will not be sold or offered for subscription or sale within Malaysia other than (i) by a Labuan company or foreign Labuan company (as defined under the Labuan Companies Act) to another Labuan company or foreign Labuan company which is (i) licensed to carry on Labuan banking business or Labuan insurance business, as defined under the LFSSA or (ii) to persons in Malaysia falling within Schedule 6 or Section 229(1)(b) of the CMS A and Schedule 7 or Section 230(1)(b) of the CMS A; and (B) any offer of the Notes will be an excluded offer for the purposes of the LFSSA.

### **General**

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer, the Guarantor, the Trustee nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer, the Guarantor, the Trustee and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the relevant Dealer will be required to comply with such other restrictions as the Issuer and the relevant Dealer shall agree and as shall be set out in the applicable Pricing Supplement.



## GENERAL INFORMATION

### Authorisation

The establishment of the Programme and the issue of Notes was duly authorised by a resolution of the Board of Directors of the Issuer dated 9 May 2012 and the giving of the Guarantee was duly authorised by a resolution of the Board of Directors of the Guarantor dated 9 May 2012. The update of the Programme and the issue of Notes has been duly authorised by a resolution of the Board of Directors of the Issuer dated 8 October 2021.

### Listing of Notes

Application has been made to the SGX-ST for permission to deal in and for the 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.

For so long as any Notes are listed on the SGX-ST and the rules of the SGX-ST so require, the Issuer shall appoint and maintain a paying agent in Singapore, where the Notes may be presented or surrendered for payment or redemption, in the event that the Notes are issued in definitive form. In the event that the Notes are issued in definitive form, and unless the Issuer obtains an exemption from the SGX-ST, the Issuer will make an announcement of such issue through the SGX-ST, and such announcement will include all material information with respect to the delivery the Notes in definitive form, including details of the paying agent in Singapore.

### Documents Available

Copies of the following documents will, when published, be available for inspection from the registered office of the Issuer and in the case of the documents set out in (e) to (g) below, available (i) upon prior written request and satisfactory proof of holding and identity, during normal business hours (being 9.00 a.m. to 3.00 p.m. Monday to Friday (other than public holidays)) from the specified office of the Paying Agent or (ii) available electronically via e-mail from the Paying Agent:

- (a) the Memorandum and Articles of Association of the Issuer and the Constitution of the Guarantor;
- (b) the audited financial statements of the Issuer in respect of the financial years ended 30 June 2020 and 30 June 2021 and the audited consolidated financial statements of the Guarantor in respect of the financial years ended 30 June 2020 and 30 June 2021, in each case together with the audit reports prepared in connection therewith. The Issuer currently prepares audited financial statements on an annual basis and the Guarantor currently prepares audited non-consolidated and consolidated accounts on an annual basis;
- (c) the most recent audited annual financial statements of the Issuer and the most recent unaudited interim financial statements (if any) of the Issuer, in each case together with any audit or review reports prepared in connection therewith. The Issuer currently prepares unaudited interim accounts on a quarterly basis;
- (d) the most recently published audited annual financial statements of the Guarantor and the most recently published unaudited interim consolidated financial statements (if any) of the Guarantor, in each case together with any audit or review reports prepared in connection therewith. The Guarantor currently prepares unaudited non-consolidated and consolidated interim accounts on a quarterly basis;
- (e) the Trust Deed, the Agency Agreement and the forms of the Global Notes, the Notes in definitive form, the Receipts, the Coupons and the Talons;
- (f) a copy of this Offering Circular; and



- (g) any future offering circulars, prospectuses, information memoranda and supplements including Pricing Supplements (save that a Pricing Supplement relating to an unlisted Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Principal Paying Agent as to its holding of Notes and identity) to this Offering Circular and any other documents incorporated herein or therein by reference.

### **Clearing Systems**

The Notes have been accepted for clearance through Euroclear and Clearstream (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream will be specified in the applicable Pricing Supplement. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Pricing Supplement.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

### **Conditions for determining price**

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

### **Significant or Material Change**

Save as disclosed in this Offering Circular, there has been no significant change in the financial or trading position of the Group since 30 June 2021 and there has been no material adverse change in the financial position or prospects of the Group since 30 June 2021.

### **Litigation**

Neither the Issuer nor the Guarantor nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or the Guarantor are aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer, the Guarantor or the Group.

### **Auditors**

The auditors of the Issuer are BDO PLT, Independent Auditors, who have audited the Issuer's accounts, without qualification, in accordance with approved standards on auditing in Malaysia and International Standards on Auditing, for each of the two financial years ended on 30 June 2020 and 30 June 2021. The auditors of the Issuer have no material interest in the Issuer.

The auditors of the Guarantor are BDO PLT, Independent Auditors, who have audited the Guarantor's accounts, without qualification, in accordance with approved standards on auditing in Malaysia and International Standards on Auditing, for each of the two financial years ended on 30 June 2020 and 30 June 2021. The auditors of the Guarantor have no material interest in the Guarantor.

The reports of the auditors of the Issuer and the Guarantor are included or incorporated in the form and context in which they are included or incorporated, with the consent of the auditors who have authorised the contents of that part of this Offering Circular.

### **Dealers transacting with the Issuer and the Guarantor**

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer, the Guarantor and their affiliates in the ordinary course of business.