

## IMPORTANT NOTICE

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NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF NOTES FOR SALE IN THE UNITED STATES OR ANY OTHER JURISDICTION OR TO ANY PERSON, WHERE IT IS UNLAWFUL TO DO SO. THE NOTES 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 UNITED STATES OR OTHER JURISDICTION AND THE NOTES MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT TO PERSONS IN OFFSHORE TRANSACTIONS IN RELIANCE ON REGULATION S UNDER THE SECURITIES ACT.

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FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE NOTES DESCRIBED IN THE OFFERING CIRCULAR.

Confirmation of your Representation: In order to be eligible to view this Offering Circular or make an investment decision with respect to the notes, investors must not be U.S. persons (within the meaning of Regulation S under the Securities Act). This Offering Circular is being sent at your request and by accepting the e-mail or any other electronic form or medium and accessing this Offering Circular, you shall be deemed to have represented to us that (1) you are not a U.S. person nor are you acting on behalf of a U.S. person, the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the United States and, to the extent you purchase the notes described in the Offering Circular, you will be doing so pursuant to Regulation S under the Securities Act and (2) you consent to delivery of such Offering Circular and any amendments and 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 or disclose the contents of 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 underwriters or any affiliate of the

underwriters is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such underwriter or such affiliate on behalf of United Overseas Bank Limited 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 United Overseas Bank Limited or any person who controls it or any director, officer, employee or agent of it 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 United Overseas Bank Limited.

You should not reply by e-mail to this notice, and you may not purchase any notes by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected. You are responsible for protecting this e-mail against viruses and other destructive items. Your use of this e-mail or any other electronic form or medium 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.

## Offering Circular



## United Overseas Bank Limited

(Incorporated with limited liability in the Republic of Singapore)  
(Company Registration Number 193500026Z)

### U.S.\$5,000,000,000

## Structured Notes Programme

On 2 September 2002, United Overseas Bank Limited (the “**Bank**” or “**UOB**” and in its capacity as issuer, the “**Issuer**”) established a S\$2,000,000,000 Structured Notes Programme (formerly, the Debt Issuance Programme) (the “**Programme**”). As of the date of this Offering Circular, the maximum aggregate principal amount of all Notes (as defined below) from time to time outstanding under the Programme has been increased to U.S.\$5,000,000,000 (or its equivalent in other currencies). Any Notes issued under the Programme on or after the date of this Offering Circular are issued subject to the provisions herein. Notes issued under the Programme prior to the date of this Offering Circular are not affected.

Under the Programme, the Bank may, including through any such branch of the Bank outside Singapore as it may agree with the relevant Dealer(s) (as defined herein) and as specified in the applicable Pricing Supplement (as defined herein), subject to compliance with all applicable laws, regulations and directives, from time to time issue notes (the “**Notes**”).

This Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (the “**MAS**”). Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes to be issued from time to time by the Bank pursuant to the Programme may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the “**SFA**”) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

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.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time, including by such of its subsidiary legislation as may be applicable at the relevant time.

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

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or under the securities laws of any state of the United States and, subject to certain exceptions, may not be offered, sold or delivered within the United States or to, or for, the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”). Notes may be offered to non-U.S.

persons outside the United States pursuant to Regulation S under the Securities Act (see "Selling Restrictions" below). The Notes may be subject to U.S. tax law requirements.

**Arranger and Dealer**

United Overseas Bank Limited

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## NOTICE

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** — The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97, (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

**SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE) NOTIFICATION** – Unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued or to be issued under the Programme shall be “capital markets products other than prescribed capital markets products” (as defined in the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018) and “Specified Investment Products” (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

United Overseas Bank Limited, as arranger, (the “**Arranger**”) has been authorised by the Issuer to arrange the Programme described herein. Under the Programme, the Issuer may, subject to compliance with all relevant laws, regulations and directives, from time to time issue Notes denominated in Singapore dollars and/or any other currencies.

This Offering Circular contains information with regard to the Bank, the Group (as defined herein), the Programme and the Notes. The Bank, having made all reasonable enquiries, confirms that this Offering Circular contains all information which is (in the context of the Programme or the issue, offering and sale of the Notes) material, that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Offering Circular does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme or the issue, offering and sale of the Notes) not misleading in any material respect; and that all proper enquiries have been made to ascertain or verify the foregoing.

The Notes will be issued in Series (as defined herein) in one or more Tranches (as defined herein). In respect of each Series or Tranche, the terms and conditions of the Notes (as set out in the section “*Terms and Conditions of the Notes*”, the “**Conditions**”) will be supplemented by a pricing supplement (the “**Pricing Supplement**”) which supplements, amends and/or replaces the Conditions to constitute the terms and conditions applicable to such Series or Tranche. Potential investors should read this Offering Circular together with the applicable Pricing Supplement in order to understand the terms and conditions of each Series or Tranche of Notes.

Each Series or Tranche of Notes in bearer form will be represented on issue by a Temporary Global Note (as defined herein) or a Permanent Global Note (as defined herein). Notes in registered form will be represented by registered certificates (each, a “**Certificate**”), one Certificate being issued in respect of each Noteholder’s entire holding of Registered Notes of one Series. Global Notes and Certificates may be deposited on the issue date with either The Central Depository (Pte) Limited (“**CDP**”) or a common depository for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) or otherwise delivered as agreed between the Issuer and the relevant Dealer (each as defined herein).

No person has been authorised to give any information or to make any representation other than those contained in this Offering Circular and, if given or made, such information or representation must not be relied upon as having been authorised by the Bank, the Arranger or any of the Dealers. Save as expressly stated in this Offering Circular, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Bank or any of its subsidiaries or associated companies (if any).

Neither the delivery of this Offering Circular (or any part thereof) nor the issue, offering, purchase or sale of the Notes shall, under any circumstances, constitute a representation, or give rise to any implication that there has been no change in the prospects, results of operations or general affairs of the Bank or any of its subsidiaries or associated companies (if any) or in the information herein since the date hereof or the date on which this Offering Circular has been most recently amended or supplemented.

The Arranger and the Dealers have not separately verified the information contained in this Offering Circular. None of the Arranger, any of the Dealers or any of their respective officers or employees is making any representation or warranty expressed or implied as to the merits of the Notes or the subscription for, purchase or acquisition thereof, the creditworthiness or financial condition or otherwise of the Bank or its subsidiaries or associated companies (if any). Further, none of the Arranger or the Dealers makes any representation or warranty as to the Bank, its subsidiaries or associated companies (if any) or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and in the documents which are incorporated by reference in, and form part of, this Offering Circular. Neither this Offering Circular nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme may be used for the purpose of, or constitutes an offer of, or solicitation or invitation by or on behalf of the Bank, the Arranger or any of the Dealers to subscribe for or purchase, the Notes in any jurisdiction or under any circumstances in which such offer, solicitation or invitation is unlawful, or not authorised or to any person to whom it is unlawful to make such offer, solicitation or invitation. The distribution and publication of this Offering Circular or any such other document or information and the offer of the Notes in certain jurisdictions may be restricted by law. Persons who distribute or publish this Offering Circular or any such other document or information or into whose possession this Offering Circular or any such other document or information comes are required to inform themselves about and to observe any such restrictions and all applicable laws, orders, rules and regulations. The attention of recipients of this Offering Circular is drawn to the restrictions on resale of the Notes set out under “Subscription and Sale”.

The Notes have not been and will not be registered under the Securities Act, or under the securities laws of any state of the United States and, subject to certain exceptions, may not be offered, sold or delivered within the United States or to, or for, the account or benefit of U.S. persons (as defined in Regulation S). Notes may be offered to non-U.S. persons outside the United States pursuant to Regulation S under the Securities Act. The Notes may be subject to U.S. tax law requirements. 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 all applicable laws and regulations.

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

Neither this Offering Circular nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme or the issue of the Notes is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation by the Bank, the Arranger or any of the Dealers that any recipient of this Offering Circular or such other document or information (or such part thereof) should subscribe for or purchase any of the Notes. A prospective purchaser shall make its own assessment of the foregoing and other relevant matters, including the financial condition and affairs and the creditworthiness of the Bank and its subsidiaries and associated companies (if any), and obtain its own independent legal or other advice thereon, and its investment shall be deemed to be based on its own independent investigation of the financial condition and affairs and its appraisal of the creditworthiness of the Bank and its subsidiaries and associated companies (if any). Accordingly, notwithstanding anything herein, none of the Bank, the Arranger, any of the Dealers or any of their respective officers, employees or agents shall be held responsible for any loss or damage suffered or incurred by the recipients of this Offering Circular or such other document or information (or such part thereof) as a result of or arising from anything expressly or implicitly contained in or referred to in this Offering Circular or such other document or information (or such part thereof) and the same shall not constitute a ground for rescission of any purchase or acquisition of any of the Notes by a recipient of this Offering Circular or such other document or information (or such part thereof).

The maximum aggregate principal amount of the Notes to be issued, when added to the aggregate principal amount of all Notes outstanding shall be U.S.\$5,000,000,000 (or its equivalent in any other currencies), or such higher amount as such maximum aggregate principal amount may be increased pursuant to the terms of the Dealer Agreement (as defined herein).

Notes issued under the Programme may be denominated in Renminbi. Renminbi is currently not freely convertible and conversion of Renminbi is subject to certain restrictions. Investors should be reminded of the conversion risk with Renminbi products. In addition, there is a liquidity risk associated with Renminbi products, particularly if such investments do not have an active secondary market and their prices have large bid/offer spreads. Renminbi products are denominated and settled in Renminbi deliverable in Hong Kong and Singapore, which represent markets which are different from that of Renminbi deliverable in the PRC (as defined below).

In this Offering Circular, unless otherwise specified, references to “**\$**”, “**SGD**” or “**Singapore Dollars**” are to the lawful currency of the Republic of Singapore, references to “**U.S.\$**” and “**U.S. dollars**” are to United States dollars, the lawful currency of the United States, references to “**Renminbi**”, “**RMB**” and “**CNY**” refer to the lawful currency of the People’s Republic of China (for these purposes, excluding Taiwan, Hong Kong and Macau) (“**PRC**”), and references to “**EUR**” or “**euro**” are to the single currency of participating member states of the European Union.



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

This Offering Circular and any other document or material in relation to the issue, offering or sale of the Notes have been prepared solely for the purpose of the initial sale by the relevant Dealers of the Notes from time to time to be issued pursuant to the Programme. This Offering Circular and any such other documents or materials are made available to the recipients thereof solely on the basis that (i) where the Notes are offered in Singapore, the recipients are persons falling within the ambit of Section 274 and/or Section 275 of the SFA, and (ii) where the Notes are offered outside Singapore, such offer will be in compliance with the applicable laws and regulations of the relevant jurisdiction. This Offering Circular and such other documents or materials may not be relied upon by any person other than persons to whom the Notes are sold or with whom they are placed by the relevant Dealers as aforesaid or for any other purpose. Recipients of this Offering Circular and such other documents or materials shall not reissue, circulate or distribute this Offering Circular or any part thereof in any manner whatsoever. None of the Issuer, the Arranger nor any of the relevant Dealers is making any representation or warranty, expressed or implied, as to the merits of the Notes or the subscription, purchase or acquisition thereof, or the affairs of the Issuer. Further, none of the relevant Dealers gives any representation or warranty as to the Issuer or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and the documents which are incorporated by reference in, and form part of, this Offering Circular.

Any purchase or acquisition of the Notes is in all respects conditional on the satisfaction of certain conditions set out in the Dealer Agreement and the issue of the Notes by the Bank pursuant to the Dealer Agreement. Any offer, invitation to offer or agreement made in connection with the purchase or acquisition of the Notes or pursuant to this Offering Circular shall (without any liability or responsibility on the part of the Bank, the Arranger or any the Dealers) lapse and cease to have any effect if (for any other reason whatsoever) the Notes are not issued by the Bank pursuant to the Dealer Agreement.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation 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, there is no assurance that the Stabilisation Manager(s) (or persons acting on behalf of a Stabilisation Manager) will undertake stabilisation action. 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 be ended 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 Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

To the fullest extent permitted by law, none of the Arranger or any of the Dealers accepts any responsibility for the contents of this Offering Circular or for any other statement, made or purported to be made by the Arranger or any of the Dealers or on its behalf in connection with the Bank or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Offering Circular or any such statement.

The following documents published or issued from time to time after the date hereof shall be deemed to be incorporated by reference in, and to form part of, this Offering Circular: (i) the most recently published audited consolidated and unconsolidated annual financial statements and any consolidated and unconsolidated interim semi-annual financial statements (whether audited or unaudited) published

subsequently to such annual financial statements, of the Bank from time to time; and (ii) any supplement or amendment to this Offering Circular issued by the Bank. This Offering Circular is to be read in conjunction with all such documents which are incorporated by reference herein and, with respect to any Series or Tranche of Notes, any Pricing Supplement in respect of such Series or Tranche. Any statement contained in this Offering Circular or in a document deemed to be incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Offering Circular to the extent that a statement contained in this Offering Circular or in such subsequent document that is also deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offering Circular. Copies of all documents deemed incorporated by reference herein are available for inspection at the Specified Offices (as defined herein) of the Issue and Paying Agent and Registrar (each as defined herein). Copies of the documents listed in (i) above which are deemed to be incorporated by reference in this Offering Circular may also be obtained at the SGX-ST's website at [www.sgx.com](http://www.sgx.com).

Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding.

References in this Offering Circular to websites and other sources where further information may be obtained are intended to be guides as to where further public information may be obtained free of charge. Information appearing on these websites and in such other sources does not form part of this Offering Circular and none of the Arranger, the Dealers nor any of their respective officers or employees accept any responsibility whatsoever that such information, if available, is accurate and/or up to date and no responsibility is accepted in relation to any such information by any person responsible for this Offering Circular.

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

**It is recommended that persons proposing to subscribe for or purchase any of the Notes consult their own legal and other advisers before purchasing or acquiring the Notes.**

## FORWARD-LOOKING STATEMENTS

All statements contained in this Offering Circular that are not statements of historical fact constitute “forward-looking statements”. Some of these statements can be identified by forward-looking terms such as “expect”, “believe”, “plan”, “intend”, “estimate”, “anticipate”, “may”, “will”, “would” and “could” or similar words. However, these words are not the exclusive means of identifying forward-looking statements. All statements regarding the expected financial position, business strategy, plans and prospects of the Issuer or the Issuer and its subsidiaries taken as a whole (the “**Group**”) (including statements as to the Issuer’s and/or the Group’s revenue and profitability, prospects, future plans and other matters discussed in this Offering Circular regarding matters that are not historical fact and, including the financial forecasts, profit projections, statements as to the expansion plans of the Issuer and/or the Group, expected growth in the Issuer and/or the Group and other related matters), if any, are forward-looking statements and accordingly, are only predictions. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Issuer and/or the Group to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These factors are discussed in greater detail under “*Risk Factors*”.

Given the risks and uncertainties that may cause the actual future results, performance or achievements of the Issuer or the Group to be materially different from the results, performance or achievements expected, expressed or implied by the financial forecasts, profit projections and forward-looking statements in this Offering Circular, undue reliance must not be placed on those forecasts, projections and statements. The Issuer, the Group, the Arranger and the Dealers do not represent nor warrant that the actual future results, performance or achievements of the Issuer or the Group will be as discussed in those statements.

Neither the delivery of this Offering Circular nor the issue of any Notes by the Issuer shall under any circumstance constitute a continuing representation or create any suggestion or implication that there has been no change in the affairs of the Issuer, the Group or any statement of fact or information contained in this Offering Circular since the date of this Offering Circular or the date on which this Offering Circular has been most recently amended or supplemented.

Further, the Issuer, the Arranger and the Dealers disclaim any responsibility, and undertake no obligation, to update or revise any forward-looking statements contained herein to reflect any changes in the expectations with respect thereto after the date of this Offering Circular or to reflect any change in events, conditions or circumstances on which any such statements are based.

## SUMMARY OF THE PROGRAMME

*The following summary does not purport to be complete and is qualified in its entirety by the remainder of this Offering Circular and, in relation to any particular Tranche of Notes, the relevant Pricing Supplement. Words and expressions defined in "Form of the Notes" or "Terms and Conditions of the Notes" shall have the same meanings in this summary.*

Issuer:	United Overseas Bank Limited (the " <b>Bank</b> ") or any of its branches, including any branch of the Bank outside Singapore.
Description:	Structured Notes Programme (formerly, the Debt Issuance Programme).
Programme Limit:	Up to U.S.\$5,000,000,000 (or its equivalent in other currencies at the date of issue) in aggregate principal amount of Notes outstanding at any one time. The Issuer may increase this amount in accordance with the terms of the Dealer Agreement.
Arranger:	United Overseas Bank Limited.
Dealers:	United Overseas Bank Limited and any other Dealer appointed from time to time by the Bank either in respect of the Programme or in relation to a particular Tranche of Notes.
Issue and Paying Agent:	United Overseas Bank Limited.
Registrar and Transfer Agent:	United Overseas Bank Limited.
Listing:	Each Series may be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system as may be agreed between the Bank and the relevant Dealer(s) and specified in the relevant Pricing Supplement or may be unlisted. For all Series of Notes listed on the SGX-ST and for so long as any Notes are listed thereon, such Notes will be traded on the SGX-ST in a minimum board lot size of at least 200,000 Singapore Dollars (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time.
Clearing Systems:	Euroclear Bank SA/NV (" <b>Euroclear</b> ") and/or Clearstream Banking S.A. (" <b>Clearstream, Luxembourg</b> ") and/or The Central Depository (Pte) Limited (" <b>CDP</b> ") and/or, in relation to any Tranche of Notes, any other clearing system or no clearing system, as may be specified in the relevant Pricing Supplement.
Issuance in Series:	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that (i) the issue date and the amount of the first payment of interest may be different in respect of different Tranches and (ii) a Series may comprise Notes in bearer form and Notes in registered form and Notes in more than one denomination. The Notes of each Tranche will all be subject to identical terms

in all respects save that Notes may comprise different denominations.

Pricing Supplements:

Each Tranche will be the subject of a Pricing Supplement which, for the purposes of that Tranche only, supplements the Conditions and this Offering Circular, and must be read in conjunction with this Offering Circular. The terms and conditions applicable to any particular Tranche of Notes are the Conditions as supplemented, amended and/or replaced by the relevant Pricing Supplement.

Form of Notes:

Notes may be issued in bearer form or in registered form.

Each Tranche of Notes issued in bearer form will initially be in the form of either a Temporary Global Note or a Permanent Global Note, in each case as specified in the relevant Pricing Supplement. Such Global Note will be deposited on or before the relevant issue date with Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system. Each Temporary Global Note will be exchangeable for a Permanent Global Note or, if so specified in the relevant Pricing Supplement, for Definitive Notes and/or (in the case of a Series comprising both bearer and registered Notes and if so specified in the relevant Pricing Supplement) Notes in registered form in accordance with its terms. If the TEFRA D Rules are specified in the relevant Pricing Supplement as applicable, certification as to non-U.S. beneficial ownership will be a condition precedent to any exchange of an interest in a Temporary Global Note or receipt of any payment of interest in respect of a Temporary Global Note. Each Permanent Global Note will be exchangeable for Definitive Notes and/or (in the case of a Series comprising both bearer and registered Notes and if so specified in the relevant Pricing Supplement) Notes in registered form in accordance with its terms. Definitive Notes will, if interest-bearing and in bearer form, have Coupons (if in bearer form) attached and, if appropriate, a Talon for further Coupons.

Each Tranche of Notes issued in registered form will initially be represented by a Registered Global Note or a Registered Definitive Note, without interest coupons, as specified in the relevant Pricing Supplement. The Registered Global Note will be evidenced by a Global Note Certificate and (i) if cleared through a clearing system, will be deposited on or around the issue date with a depositary or a common depositary for, and registered in the name of a nominee or common nominee of, Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system and (ii) if not cleared through any clearing system, will be deposited on or around the issue date with, and registered in the name of, United Overseas Bank Limited or its nominee, acting in its capacity as Registrar and Transfer Agent. For so long as any of the Notes is represented by a Registered Global Note and the

Registered Global Note is held by United Overseas Bank Limited or its nominee, acting in its capacity as Registrar and Transfer Agent, each person (other than United Overseas Bank Limited) who is for the time being shown in the records of United Overseas Bank Limited as the holder of a particular principal amount of such Notes (in which regard any statement of accounts, certificate or other document issued by United Overseas Bank Limited, acting in its capacity as Registrar and Transfer Agent, as to the principal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be and shall be treated as the holder of such principal amount of Notes for all purposes. Notes in registered form may not be exchanged for Notes in bearer form.

Currencies:

Notes may be denominated in Australian dollars, Canadian dollars, euro, Hong Kong dollars, Renminbi, Indonesian Rupiah, Japanese Yen, Malaysian Ringgit, New Zealand dollars, Sterling, Singapore Dollars, Thai Baht, U.S. dollars or in any other currency or currencies, in each case as specified in the relevant Pricing Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.

Status of the Notes:

The Notes will constitute direct, unsecured and unsubordinated obligations of the Bank and will, at their date of issue, rank *pari passu* without any preference among themselves and with all other present and future unsecured and unsubordinated obligations of the Bank other than obligations preferred by law.

Issue Price:

Notes may be issued at any price and either on a fully or partly paid basis, as specified in the relevant Pricing Supplement.

Maturities:

Any maturity as may be specified in the relevant Pricing Supplement, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.

Redemption:

Notes may be redeemable at par or at such other Redemption Amount (detailed in a formula, index or otherwise) or (in the case of Physical Delivery Notes) by delivery of any Underlying Physical Asset(s), as may be specified in the relevant Pricing Supplement. Notes may also be redeemable in two or more instalments on such dates and in such manner as may be specified in the relevant Pricing Supplement.

Optional Redemption:

Notes may be redeemed before their stated maturity at the option of the Bank (either in whole or in part) and/or the

	<p>Noteholders to the extent (if at all) specified in the relevant Pricing Supplement.</p>
Redemption for tax and other reasons:	<p>Notes may, at the option of the Issuer, be redeemable prior to maturity in limited circumstances upon the occurrence of certain events relating to the Issuer, benchmarks or for tax reasons (see Condition 14 (<i>Redemption and Purchase</i>) for further details).</p>
Interest:	<p>Notes may be interest-bearing or non-interest bearing, and interest (if any) may accrue at a fixed rate or a floating rate or be determined by reference to any underlying assets or (in the case of Physical Delivery Notes) be payable by delivery of any Underlying Physical Assets and the method of calculating interest may vary between the issue date and the maturity date of the relevant Series, all as may be specified in the relevant Pricing Supplement.</p>
Credit Linked Notes:	<p>Notes where the redemption amount or delivery amount will be calculated by reference to the credit of, or the performance of, obligations relating to a specified Reference Entity or Reference Entities.</p> <p>Credit Linked Notes may specify, amongst other elections, “Cash Redemption”, “Physical Redemption” or “Auction Redemption” as their Credit Event Redemption Method.</p> <p>If an Event Determination Date has occurred, the Credit Linked Notes will be redeemed and the Issuer will pay the Cash Redemption Amount (if Cash Redemption applies), deliver the Physical Redemption Assets (if Physical Redemption applies) or pay the Auction Redemption Amount (if Auction Settlement applies), all as defined and more fully set out under “<i>Terms and Conditions of the Notes – Credit Linked Notes</i>” below.</p>
Equity Linked Notes:	<p>Notes with respect to which payment of principal and/or interest (and/or whether at maturity or otherwise) is calculated by reference to such single equity security or basket of equity securities on such terms as may be specified in the applicable Pricing Supplement. The term “equity securities”, as used in the context, shall include listed stocks or shares, rights, options or derivatives in respect of such stocks or shares.</p> <p>Equity Linked Notes may also provide that redemption will be by physical delivery of the Asset Amount, see “<i>Terms and Conditions of the Notes – Equity Linked Notes</i>” below.</p> <p>If certain events, such as Potential Adjustment Event or Share Events are specified as applicable to any Tranche of Notes in the applicable Pricing Supplement, such Notes may be subject to adjustment or may be redeemed early upon the occurrence of certain corporate events in respect of the Company(s) specified in the applicable Pricing Supplement, all as defined and more fully set out under “<i>Terms and Conditions of the Notes – Equity Linked Notes</i>” below.</p>

Commodity Linked Notes:	Notes with respect to which payments and/or interest (and/or whether at maturity or otherwise) will be calculated by reference to a single commodity or basket of commodities on such terms as may be specified in the applicable Pricing Supplement. See “ <i>Terms and Conditions of the Notes – Commodity Linked Notes</i> ” below.
Index Linked Notes:	<p>Notes with respect to which payments (whether in respect of principal and/or interest and whether at maturity or otherwise) will be calculated by reference to such single index or basket of indexes on such terms as may be specified in the applicable Pricing Supplement.</p> <p>If certain events, such as Index Adjustment Events, are specified as applicable to any Tranche of Notes in the applicable Pricing Supplement, such Notes may be subject to adjustment or may be redeemed early upon the occurrence of certain events in respect of the Underlying Index(es) specified in the applicable Pricing Supplement, all as defined and more fully set out under “<i>Terms and Conditions of the Notes - Index Linked Notes</i>” below.</p>
Fund Linked Notes:	<p>Amounts payable in respect of Fund Linked Notes will be calculated by reference to units, interests or shares in a single fund or basket of funds, see “<i>Terms and Conditions of the Notes – Fund Linked Notes</i>” below.</p> <p>Fund Linked Notes may be subject to early redemption or adjustment (including as to valuations and fund substitutions) if certain corporate events (such as insolvency (or an analogous event) or nationalisation of a Fund; litigation against, or regulatory events occurring with respect to a Fund, suspensions of Fund subscriptions or redemptions, certain changes in net asset value or violations of leverage restrictions of a Fund, Fund reporting disruptions, or modifications to the investment objectives or changes in the nature or administration of a Fund) occur, or if certain valuation or settlement disruption events occur with respect to a Fund, as more fully set out under “<i>Terms and Conditions of the Notes – Fund Linked Notes</i>” below.</p>
Interest Rate Linked Notes:	Payments (whether in respect of interest and/or principal and whether at maturity or otherwise) in respect of Interest Rate Linked Notes will be made by reference to levels of, or movements in, interest rates or other interest rate-dependent variables as may be specified by the Issuer (as indicated in the applicable Pricing Supplement), see “ <i>Terms and Conditions of the Notes – Interest Rate Linked Notes</i> ” below.
Currency Linked Notes:	Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Currency Linked Notes will be made in such currencies, and based on such rates of exchange as may be specified in the applicable Pricing Supplement.



Fixed Rate Notes:	Notes with respect to which fixed interest will be payable in arrear on such day(s) as may be agreed between the Issuer and the relevant Dealer(s) as may be specified in the applicable Pricing Supplement.
Floating Rate Note:	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"> <li>(i) 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 published by the International Swaps and Derivatives Association, Inc.; or</li> <li>(ii) by reference to a benchmark as may be specified in the relevant Pricing Supplement,</li> </ul> <p>as adjusted for any applicable margin.</p> <p>Interest periods will be specified in the applicable Pricing Supplement.</p>
Zero Coupon Notes:	Zero Coupon Notes may be issued at their principal amount or at a discount to such principal amount and will not bear interest.
Other Notes:	Terms applicable to any other type of Notes which the Issuer and any relevant Dealer(s) may agree to issue under the Programme will be set out in the applicable Pricing Supplement.
Denominations:	Notes will be issued in such denominations as may be specified in the relevant Pricing Supplement, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
Withholding Tax:	<p>All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within Singapore (or by or within such other jurisdiction in which a branch of the Issuer is situated, where the Notes are issued through such a branch) or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them if no such withholding or deduction had been required, subject to certain exceptions.</p> <p>For the avoidance of doubt, neither the Issuer nor any other person shall be required to pay any additional amount or otherwise indemnify a holder for any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as</p>

amended (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).

Governing Law:

English law.

Enforcement of Notes in Global Form:

In the case of global notes (other than a Registered Global Note registered in the name of United Overseas Bank Limited or its nominee, in its capacity as Registrar and Transfer Agent), individual investors’ rights against the Bank will be governed by a deed of covenant dated 2 September 2002, as amended and restated by an amended and restated deed of covenant dated 14 November 2014 as further amended and restated by a second amended and restated deed of covenant dated 5 May 2021 (the “**Deed of Covenant**”), a copy of which will be available for inspection at the Specified Offices of the Issue and Paying Agent and the Registrar. In the case of a Registered Global Note registered in the name of United Overseas Bank Limited or its nominee, in its capacity as Registrar and Transfer Agent, individual investors’ rights against the Bank will be governed by a deed of covenant dated 7 December 2012 as amended and restated by an amended and restated deed of covenant dated 14 November 2014 as further amended and restated by a second amended and restated deed of covenant dated 5 May 2021 (the “**UOB Deed of Covenant**” and together with the Deed of Covenant, the “**Deeds of Covenant**”), a copy of which will be available for inspection at the Specified Offices of the Issue and Paying Agent and the Registrar.

Selling Restrictions:

For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States of America, the United Kingdom, Singapore, Hong Kong, People’s Republic of China, Japan, Taiwan, Korea, Brunei, Thailand and Vietnam, see “Subscription and Sale” below.

## RISK FACTORS

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.*

*Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes issued under the Programme are also described below.*

*Prospective investors should carefully consider, among other things, the risks described below, as well as the other information contained in this Offering Circular (including any documents deemed to be incorporated by reference herein) and reach their own views prior to making an investment decision. Any of the following risks could materially adversely affect the Group's business, financial condition or results of operations and, as a result, investors could lose all or part of their investment. The risks below are not the only risks the Group faces. Additional risks and uncertainties not currently known to the Group, or which are currently deemed to be immaterial, may also materially adversely affect the Group's business, financial condition or results of operations.*

*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 and other professional advisers to determine whether and to what extent (i) Notes are suitable 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.*

### 1 Risks Related to the Group

#### 1.1 Creditworthiness of the Issuer

Unless indicated otherwise in the applicable Pricing Supplement, the Notes constitute direct, general and unsecured contractual obligations of the Issuer only, which will rank *pari passu*, without preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured contractual obligations of the Issuer. The Issuer issues a number of financial instruments on a global basis and, at any given time, its obligations on the financial instruments outstanding may be substantial. If the Issuer's financial position were to deteriorate, there could be a risk that the Issuer would not be able to meet its obligations under the Notes (i.e. the investors in the Notes assume the Issuer's credit risk). If the Issuer becomes insolvent or defaults on its obligations under the Notes, in the worst-case scenario investors in the Notes could lose all of their invested amounts.

#### 1.2 Economic downturns may materially and adversely affect the Group's operations and asset quality

As at 31 December 2020, 58 per cent. of the Group's assets (excluding intangible assets) were in Singapore. For the year ended 31 December 2020, the Group derived 56 per cent. of its pre-tax profit before amortisation of intangible assets from its operations in Singapore. The Group's performance and the quality and growth of its assets are therefore substantially dependent on Singapore's economy. The Group also offers banking and financial services to customers outside Singapore in the Asia-Pacific region, including Malaysia, Thailand, Indonesia, Vietnam and Greater China. Accordingly, its business is also affected by the economic environment in these countries.

There are a number of uncertainties ahead in the global markets. The outbreak of a novel strain of coronavirus ("**COVID-19**"), which first emerged in Wuhan City, Hubei province, China in late December 2019, has since spread to other parts of the world. The number of reported cases of COVID-19 worldwide, as well as the number of reported deaths as a consequence of COVID-19

worldwide, has significantly exceeded those observed during the SARS epidemic that occurred from November 2002 to July 2003. On 11 March 2020, the World Health Organization declared the COVID-19 outbreak as a pandemic. The COVID-19 pandemic could become more severe and widespread, which may in turn result in protracted volatility in international markets and/or result in a global recession as a consequence of disruptions to travel and retail segments, tourism and manufacturing supply chains. Since February 2020, the COVID-19 pandemic has caused stock markets worldwide to lose significant value and has impacted economic activity globally. With the unprecedented actions taken by governments to reduce the spread of the COVID-19 pandemic, including, but not limited to, travel and transportation restrictions, closure of workplaces, business and schools, and employees being asked to work from home and to stay at home as much as possible, there can be no assurance that the pandemic's adverse impact on the Singapore economy and the Group's customers will not adversely affect the Group's business and financial condition. Governments (including the Singapore Government) have introduced and may continue to introduce support and relief measures in response to the COVID-19 pandemic. For example, the Singapore Government has since released three budget packages, namely the S\$6.4 billion Unity Budget on 18 February 2020 (the "**Unity Budget**"), the S\$48 billion Resilience Budget on 26 March 2020 (the "**Resilience Budget**") and the S\$5.1 billion Solidarity Budget on 6 April 2020 (the "**Solidarity Budget**"), as part of its support and relief measures in response to the COVID-19 pandemic. In addition, the COVID-19 (Temporary Measures) Act 2020, passed on 7 April 2020, also allows, *inter alia*, for the provision of temporary relief from legal action over certain loan facilities granted by a bank to small and medium enterprises (businesses in Singapore with turnover of not more than S\$100 million in the latest financial year) where such loans are fully or partially secured against commercial or industrial immovable property, plant, machinery or other equipment used for business purposes in Singapore. The Bank would be prohibited from instituting, *inter alia*, court and insolvency proceedings and enforcement of security over such immovable property or movable property that is used for the purposes of business or trade for the period stipulated in the COVID-19 (Temporary Measures) Act 2020. These measures are in place for six months from the commencement of the COVID-19 (Temporary Measures) Act 2020, and may be subsequently extended for up to a year from the commencement of the COVID-19 (Temporary Measures) Act 2020. The MAS, together with the Association of Banks in Singapore, the Life Insurance Association, the General Insurance Association and the Finance House Association of Singapore, had also announced a package of measures in March 2020 to help ease the financial strain on individuals and small and medium-sized enterprises caused by the COVID-19 pandemic, which include, amongst others, a freeze on mortgage and business loan payments and cuts to credit card rates. In response to the economic slowdown caused by the spread of COVID-19, a number of governments (including the Singapore Government) revised gross domestic product growth forecasts for 2020 downward, and it is possible that the COVID-19 pandemic will cause a prolonged global economic crisis or recession despite monetary and fiscal interventions by governments and central banks globally.

In March 2020, oil prices suffered a plunge to a historic four year low following a breakdown of talks between the Organisation of the Petroleum Exporting Countries ("**OPEC**") and Russia. The standoff between OPEC and Russia has not only adversely affected global stock markets, but also resulted in more uncertainty in the global oil and gas industry which was already impacted by the significant drop in demand for oil due to the COVID-19 pandemic.

Trade tensions between the US and major trading partners, most notably China, continue to escalate following the introduction of a series of tariff measures in both countries. Although China is the primary target of US trade measures, value chain linkages mean that other emerging markets, primarily in Asia, may also be impacted. China's policy response to these trade measures also presents a degree of uncertainty. Sustained tension between the United States and China over trade policies could significantly undermine the stability of the global economy. There is some

evidence of China's monetary policy easing and the potential for greater fiscal spending, which could worsen existing imbalances in its economy. This could undermine efforts to address already high debt levels and increase medium-term risks.

Geopolitical risks in the Middle East continue with heightened tensions between US and Iran and longstanding friction continuing within the region. In Asia, North Korea's missile tests, as well as other political tensions in the region (including the South China Sea) continue to result in uncertainty across the region. There can also be no assurance that market disruptions in Europe, including the increased cost of funding for certain governments and financial institutions or general uncertainty in global markets or commodity prices, will not affect the Group. Any of these events could, individually or cumulatively, pose greater volatility to foreign exchange and financial markets in general due to the increased uncertainty and result in another global or regional financial crisis.

In Greater China, there remain concerns over the existing trade tensions with the US, the adverse economic implications resulting from the COVID-19 pandemic and managing an economic slowdown. In addition, as Southeast Asia continues to rely heavily on China for trade and tourism where China continues to be the top trading partner of the region's biggest economies, a downturn in economic activities in China could similarly have a material and adverse effect on the economic growth of many Southeast Asian countries, including those in which the Group has operations. As the COVID-19 pandemic continues to have a significant adverse impact on China, the resulting economic fallout in many Southeast Asian countries has exposed much of the region's reliance on China.

In Europe, (i) the exit of the United Kingdom from the European Union on 31 January 2020; (ii) the possible exit of Scotland, Wales or Northern Ireland from the United Kingdom; (iii) the possibility that other European Union countries could hold similar referendums to the one held in the United Kingdom and/or call into question their membership of the European Union; (iv) the possibility that one or more countries that adopted the Euro as their national currency might decide, in the long term, to adopt an alternative currency; or (v) prolonged periods of uncertainty connected to these eventualities could have significant negative impacts on international markets. These could pose greater volatility of foreign exchange and financial markets in general due to the increased uncertainty.

In the event that there is another global or regional financial crisis or a deterioration in the economic or political environment of Singapore or any of the other countries in which the Group operates, this may have a material adverse effect on the Group's business, financial condition and results of operations. Further, in light of the interconnectivity between Singapore's economy and other economies, Singapore's economy is increasingly exposed to economic and market conditions in other countries. As a result, an economic downturn or recession in the United States, Europe and other countries in the developed world or a slowdown in economic growth in major emerging markets like China or India could have an adverse effect on economic growth in Singapore. A slowdown in the rate of growth in Singapore's economy could result in lower demand for credit and other financial products and services and higher defaults among corporate and retail customers, which could adversely affect the Group's business, financial condition and results of operations.

### **1.3 Political instability, civil unrest, cross-border tensions, terrorist attacks, natural calamities and outbreak of communicable diseases around the world could lead to disruptions and/or higher volatility in the international financial markets, which may materially and adversely affect the Group's business, financial condition and results of operations**

Political instability, civil unrest, cross-border tensions, terrorist attacks, natural calamities and outbreak of communicable diseases could lead to disruptions and/or higher volatility in the

functioning of international financial markets and adversely affect Singapore and other economies in which the Group operates.

Though the worst of the COVID-19 pandemic is likely over with vaccination being successively rolled out, there are still risks of new waves of outbreaks and virus mutations, as well as uncertainties surrounding the timeline towards herd immunity. As such, it is difficult to predict how long the pandemic will exist and the extent to which the Group may be affected by such conditions. As of the date of this Offering Circular, the COVID-19 pandemic continues to weigh on economic recovery, including in Singapore and other Southeast Asia nations, particularly the latter where vaccination drive is relatively slower thus far.

Any material change in the financial markets or the Singapore economy or other economies, including those in the Southeast Asia and Greater China regions in which the Group operates, as a result of these events or developments may materially and adversely affect the Group's business, financial condition and results of operations.

#### **1.4 Increased competition could affect the Group's business, financial conditions and results of operations**

The Group's primary competitors consist of other major Singapore banks, foreign banks licensed in Singapore and other financial institutions in Southeast Asia, Greater China and other markets in which the Group operates. The liberalisation of the Singapore banking industry has resulted in increased competition among domestic and foreign banks operating in Singapore, leading to reduced margins for certain banking products. The MAS, which regulates banks in Singapore, has granted Qualifying Full Bank ("QFB") licences to various foreign financial institutions since 1999. QFBs are permitted to establish up to 25 service locations in Singapore, either for branches or off-site automated teller machines ("ATMs"). QFBs are also permitted to share ATMs among themselves. Foreign banks granted such licences face fewer restrictions on their Singapore dollar deposit-taking and lending activities. The MAS has indicated that it will continue to allow greater foreign bank participation in the Singapore banking industry and refine the QFB system. Certain significantly rooted QFBs may be allowed to have an additional 25 places of business in Singapore, of which 10 may be branches. In recent years, the Singapore Government has also allowed more foreign banks to obtain wholesale banking licences to enable them to expand their Singapore dollar wholesale banking business in Singapore and to broaden the scope of Singapore dollar banking activities in which foreign banks may participate.

The MAS has also announced on 4 December 2020 that it will issue two digital full bank ("DFB") licenses and two digital wholesale bank ("DWB") licences. These are in addition to any digital banks that Singapore banking groups may establish under MAS' existing internet banking framework. The digital bank licences will allow entities, including non-bank players, to conduct digital banking businesses in Singapore. A DFB will be allowed to take deposits from, and provide banking services to, retail and non-retail customer segments, while a DWB will be allowed to take deposits from, and provide banking services to, SMEs and other non-retail customer segments.

Since the implementation of the United States Singapore Free Trade Agreement (the "USSFTA") signed in May 2003, Singapore banks, including the Group, have been subject to additional competition. The USSFTA has removed QFB and wholesale bank licence quotas for U.S. banks and significantly relaxed certain other restrictions on international banking activities. Further liberalisation of the financial sector in Singapore could lead to a greater presence or new entries of domestic and foreign banks offering a wider range of products and services, which could adversely impact the Group's competitive environment. The Group also faces increasing competition in Malaysia and Thailand, which have liberalised their financial sectors.

There can be no assurance that the Group will be able to compete successfully with other domestic and foreign financial institutions or that increased competition will not materially and adversely affect the Group's business, financial condition and results of operations.

#### **1.5 The Group may face significant challenges in achieving the goals of its business strategy**

Although the Group believes it has targeted the appropriate geographical and business segments in developing its business strategy, its initiatives to offer new products and services and to increase sales of its existing products and services may not succeed if market conditions are not stable, market opportunities develop more slowly than expected, the identified strategic initiatives have less potential than were envisioned originally or the profitability of the Group's products and services is undermined by competitive pressures. Consequently, the Group may be unable to achieve or maintain profitability in its targeted business areas. Any failure to execute its strategy in the manner envisioned could have a material and adverse impact on the Group's business, financial condition and results of operations.

Taking into consideration the fluctuations and changes in customer behaviour, rising smart device and social media usage, as well as the increasing use of non-bank players for effecting payments, traditional banking is fast changing. While digitalisation has provided new business opportunities, it has also introduced new and increased cyber risk exposures for the Group. Despite increased investments in digital technologies and new digital initiatives, digitalisation remains a fast moving and evolving landscape and there can be no assurance that the Group will be able to fully and successfully execute its strategy in the digitalisation space.

#### **1.6 The Group's operations in, and expansion into Southeast Asia and Greater China present different risks and challenges which may materially and adversely affect the Group's results of operations**

The Group continues to target expansion into the markets of Southeast Asia and Greater China. As at 31 December 2020, the Group had 42 per cent. of its total assets (excluding intangible assets) outside Singapore, of which 33 per cent. were in Malaysia, Thailand, Indonesia and Greater China.

While this regional expansion may be positive for the Group's long-term growth and may enhance revenue diversification, such expansion also increases the Group's operational risk and vulnerability to the political, legal and economic environment of each market in which it operates, and its exposure to asset quality issues. Although the Group actively manages risks in accordance with the Group's risk management policies and guidelines, there can be no assurance that the Group's business, financial condition and results of operations will not be materially and adversely affected by any political, legal, economic or other development in or affecting the markets in which it operates, or that its credit and provisioning policies will be adequate in relation to such risks.

#### **1.7 Liquidity shortfalls may increase the cost of funds**

Most of the Group's funding requirements are met through a combination of funding sources, primarily in the form of deposit-taking activities and inter-bank funding. As at 31 December 2020, approximately 75 per cent. of the Group's total equity and liabilities were attributable to non-bank customer deposits while approximately 4 per cent. came from inter-bank liabilities. A portion of the Group's assets have long-term maturities, creating a potential for funding mismatches. As at 31 December 2020, a majority of the Group's non-bank customer deposits had a maturity of one year or less or was payable on demand. However, in the past, a substantial portion of such non-bank customer deposits had rolled over upon maturity and became, over time, a stable source of funding. No assurance can be given, however, that this trend will continue. If a substantial number of depositors, in or outside Singapore, choose not to roll over deposited funds upon maturity or withdraw such funds from the Group, the Group's liquidity position could be materially and adversely

affected. In such a situation, the Group could be required to seek other funding sources, which may be more expensive than current funding sources. This may materially and adversely affect the Group's business, financial condition and results of operations.

#### **1.8 A substantial increase in non-performing loans ("NPLs") may impair the Group's financial condition**

The Group's NPLs as a percentage of gross customer loans were 1.6 per cent. as at 31 December 2020. A worsening of the economic conditions in Singapore or the region where the Group operates, changes in the credit quality of the Group's borrowers, as well as various other factors, such as a rise in unemployment, a sustained rise in interest rates, developments in the economies in which the Group operates, movements in the global commodities markets and exchange rates, global competition and a prolonged or escalated COVID-19 pandemic may lead to an increase in NPLs. In addition, though its exposure is small and has been reduced since the 2014 oil price drop, the Group still remains exposed to the oil and gas sector, which is currently under pressure from lower oil prices. A substantial increase in NPLs may materially and adversely affect the Group's business, financial condition, results of operations and capital adequacy ratios.

In addition, loan volumes are affected by market interest rates on loans, and rising interest rates are generally associated with a lower volume of loans. An increase in the general level of interest rates may also adversely affect the ability of certain borrowers to pay the interest on and principal of their obligations. Accordingly, changes in levels of market interest rates could materially adversely affect the Group's asset quality and NPLs.

#### **1.9 The value of certain financial instruments recorded at fair value may change over time**

The fair values of financial instruments traded in active markets are based on quoted market prices at the balance sheet date. If the market for a financial instrument is not active, the Group establishes fair value by using valuation techniques or third party valuations. These may include the use of recent arm's length transactions, reference to other instruments that are substantially similar, discounted cash flow analysis and option pricing models. In inactive markets, fair values, or market parameters used with internally developed models to derive fair values, may also be kept unchanged. Valuation reserves may be applied to the valuation of the financial instruments, where appropriate.

The valuation of the majority of the Group's financial instruments reported at fair value is based on quoted and observable market prices or on internally developed models that are based on independently sourced market parameters, including interest rates, option volatilities and currency rates. Other factors such as model assumptions, market dislocations and unexpected correlation shifts can materially affect these estimates and the resulting fair value estimates.

#### **1.10 A decline in collateral values or inability to realise collateral value may necessitate an increase in the Group's provisions**

Adverse changes in the credit quality of the Group's borrowers and counterparties or adverse changes arising from a deterioration in global and regional economic conditions or asset values could reduce the value of the Group's assets. A substantial portion of the Group's loans is secured by real estate. In the event of a downturn in the real estate markets in Singapore or the other markets in which the Group conducts business, changes in asset prices may cause the value of the collateral to decline and a portion of the Group's loans may exceed the value of the underlying collateral.

Any decline in the collateral value, inability to obtain additional collateral or inability to realise the expected value of the collateral may require the Group to increase its impairment, which may



materially and adversely affect the Group's business, financial condition, results of operations and capital adequacy ratios.

#### **1.11 New product lines and new service arrangements may not be successful**

The Group continues to explore new products and services for its various businesses in and outside Singapore. It does not typically expect new products or services to be profitable in the first few years after launch, and there can be no assurance that the Group will be able to accurately estimate the time needed for these products or services to become profitable. The Group's new products and services may not be successful, which may materially and adversely affect the Group's business, financial condition and results of operations.

#### **1.12 Significant fraud, system failures or calamities could materially and adversely impact the Group's business**

Operational risk is managed through a framework of policies and procedures by which the business and support units identify, assess, monitor, mitigate and report their risks. A key component of the operational risk management framework is risk identification and control self-assessments. This is achieved through the Group-wide implementation of a set of operational risk tools. The Group actively manages fraud risk and bribery risk. Tools and policies, including a whistle-blowing programme, a material risk notification protocol and a fraud risk awareness training programme, have been developed to manage such risks. However, there is no assurance that the Group will be able to prevent all instances of internal and external frauds.

The Group also seeks to protect its computer systems and network infrastructure from break-ins, fraud and system failures. The Group has set up physical access control mechanisms and a security operations centre (which operate 24 hours a day, seven days a week), as well as information and cybersecurity surveillance systems, including firewalls, threat detection and prevention systems, tokens and password encryption technologies, which are designed to minimise, detect and mitigate the risk of security breaches.

Although the Group will continue to implement security technologies, conduct regular vulnerability assessments and network penetration tests and establish operational procedures to prevent break-ins, damages and failures, there can be no assurance that these security measures will be successful. In addition, although the Group's data centre and real-time back-up systems are separately located in different locations, there can be no assurance that both systems will not be simultaneously damaged or destroyed in the event of a major disaster or in separate disasters. A significant failure of security measures or back-up systems may have a material and adverse effect on the Group's business, financial condition and results of operations.

In addition, the Group uses information technology ("IT") systems to deliver services to and perform transactions on behalf of its customers, as well as for back-office operations. The Group therefore depends on the capacity and reliability of the electronic and IT systems supporting the Group's operations. There can be no assurance that the Group will not encounter service disruptions owing to failures of these IT systems. The Group's IT systems may be subject to damage or incapacitation as a result of quality problems, human error, natural disasters, power loss, sabotage, computer viruses, acts of terrorism, cyber attacks and similar events. In addition, the Group may not be prepared to address all contingencies that could arise in the event of a major disruption to service.

The Group also handles personal information obtained from its individual and corporate customers in relation to its banking, securities, credit card, insurance and other businesses. The controls the Group has implemented to protect the confidentiality of personal information, including those designed to meet the strict requirements of banking secrecy and personal data privacy laws, may not be effective in preventing unauthorised disclosure of personal information. Leakage of personal information could expose the Group to lawsuits, administrative or regulatory actions or sanctions,

and reputational harm, thereby materially and adversely affecting the Group's business, financial condition and results of operations.

### **1.13 Income and expenses relating to the international operations and foreign assets and liabilities are exposed to foreign currency fluctuations**

The Group's operations outside Singapore are subject to fluctuations in foreign exchange rates. In addition, a portion of the Group's assets and liabilities in Singapore is denominated in foreign currencies. To the extent that the Group's foreign currency denominated assets and liabilities are not matched in the same currency or appropriately hedged, fluctuations in foreign currencies against the Singapore dollar may materially and adversely affect the Group's business, financial condition and results of operations. In addition, fluctuations in foreign exchange rates will create foreign currency translation gains or losses. From time to time, the MAS may announce changes to the Singapore dollar nominal effective exchange rate policy band. There can be no assurance that such policy changes will not adversely affect the Group's business, financial condition and results of operations.

### **1.14 Accounting and corporate disclosure requirements in Singapore may result in different disclosure than that in other jurisdictions**

The Group is subject to Singapore's accounting and corporate disclosure standards and requirements, which differ in certain aspects from those applicable to banks in certain other countries. There may be less publicly available information or differences in information made available by companies listed in Singapore in comparison to that made available by public companies in other countries. The Group's published audited consolidated financial statements for the year ended 31 December 2019 (the "**2019 Audited Financial Statements**") and the related notes thereto and the audited consolidated financial statements for the year ended 31 December 2020 (the "**2020 Audited Financial Statements**") and the related notes thereto, each at [www.UOBGroup.com/investor](http://www.UOBGroup.com/investor), have been prepared in accordance with the provisions of the Companies Act, Chapter 50 of Singapore (the "**Companies Act**") and the Singapore Financial Reporting Standards (International) ("**SFRS(I)**"), which is identical to International Financial Reporting Standards ("**IFRS**"). These standards may differ in certain aspects from other accounting standards with which prospective investors in other countries may be familiar.

Investors should be mindful that the financial numbers reported in the 2019 Audited Financial Statements and the 2020 Audited Financial Statements may not be directly comparable with the Audited Financial Statements of prior financial years. Any financial figures after 1 January 2019 may also not be directly comparable to the Group's historical figures prior to 1 January 2019. As such, investors should exercise caution when making comparisons and when evaluating the Group's financial condition and results of operations.

For example, the Group adopted SFRS(I) 16 *Leases* in the preparation of the Group's audited consolidated financial statements for the year ended 31 December 2019. The Group applied the transitional provisions of SFRS(I) 16 *Leases* which permitted items within the scope of SFRS(I) 16 *Leases* in the Group's audited consolidated financial statements for the year ended 31 December 2018 not to be restated when included as comparatives in the 2019 Audited Financial Statements. Accordingly, the financial numbers for the year ended 31 December 2018 included as comparatives in the 2019 Audited Financial Statements may not be directly comparable to (i) the financial numbers reported for the year ended 31 December 2019 included in the 2019 Audited Financial Statements and (ii) the financial numbers reported in the 2020 Audited Financial Statements.

The Group also adopted amendments to SFRS(I) 9 in the preparation of the Group's audited consolidated financial statements for the year ended 31 December 2020, which provide temporary exceptions to specific hedge accounting requirements, to allow hedge accounting not to be

discontinued as a result of uncertainties created by interest rate benchmark reform. The Group applied the amendments retrospectively to hedging relationships that existed at 1 January 2020 or were designated thereafter and that are directly affected by the interest rate benchmark reform. The Group will continue to apply the applicable exceptions until the uncertainties arising from the interest rate benchmark reform are no longer present, or when the impacted hedging relationships are discontinued. Accordingly, the financial numbers for the year ended 31 December 2019 included as comparatives in the 2020 Audited Financial Statements may not be directly comparable to the financial numbers reported for the year ended 31 December 2020 included in the 2020 Audited Financial Statements.

Further, there may be differences in the Group's results of operations and financial position should its historical financial statements be prepared in accordance with other accounting standards. No attempt has been made to reconcile any information given in this Offering Circular with any other principle or to prepare it based on any other standards. In addition, future amendments to accounting standards or requirements and the consequences of their implementation by the Group may have a material and adverse effect on the Group's business, financial condition and results of operations.

#### **1.15 Regulatory requirements relating to recognition and measurement of credit losses may have an impact on the Group's financials and regulatory capital ratios**

The Bank is subject to the revised MAS Notice Credit Files, Grading and Provisioning ("**MAS Notice 612**") requirements, which requires banks to adhere to the principles and guidance set out in the "Guidance on credit risk and accounting for expected credit losses" issued by the Basel Committee for Banking Supervision ("**BCBS**") in December 2015. In addition, locally incorporated domestic systemically important bank ("**D-SIBs**") are subject to a minimum level of loss allowance equivalent to 1 per cent. of the gross carrying amount of selected credit exposures net of collaterals (the "**Minimum Regulatory Loss Allowance**"). Where the accounting loss allowance (which is the expected credit loss ("**ECL**") on the selected credit exposures determined and recognised by the D-SIB in accordance with the impairment requirements under SFRS(I) 9 *Financial Instruments* (the "**Accounting Loss Allowance**")) falls below the Minimum Regulatory Loss Allowance, the D-SIB shall maintain the additional loss allowance in a non-distributable regulatory loss allowance reserve ("**RLAR**") account through an appropriation of its retained earnings. When the sum of the Accounting Loss Allowance and the additional loss allowance exceeds the Minimum Regulatory Loss Allowance, the D-SIB may transfer the excess amount in the RLAR to its retained earnings. The Group has complied with the Minimum Regulatory Loss Allowance requirements from 1 January 2018.

If the Minimum Regulatory Loss Allowance requirements applied to the Group increases in the future, the Group's return on capital and profitability could be materially and adversely affected. Any failure by the Issuer to satisfy such increased requirements within the applicable timeline could result in administrative actions or sanctions or significant reputational harm, which in turn may have a material adverse effect on the Group's business, financial condition and results of operations.

#### **1.16 Systemic risks from failures in the banking industry may adversely affect the Group**

Concerns about, or a default by, one institution may lead to significant liquidity problems, losses or defaults by other institutions because the commercial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges, with whom the Group interacts on a daily basis, which could have an adverse effect on the Group's ability to raise new funding and on the Group's business, financial condition and results of operations.

### **1.17 Legal and regulatory environment is subject to change, and violations could result in penalties and other regulatory actions**

The Group is subject to regulatory supervision arising from a wide variety of banking and financial services laws and regulations and faces the risk of interventions by a number of regulatory and enforcement authorities in each jurisdiction in which it operates. Failure by the Group to comply with any of these laws and regulations could lead to disciplinary action, the imposition of fines and/or the revocation of the licence, permission or authorisation to conduct the Group's business in the jurisdictions in which it operates, or civil liability. The legal and regulatory systems under which the Group operates, and potential changes thereto, could affect the way the Group conducts its business and, in turn, its financial position and results of operations.

Under the resolution regime for financial institutions in Singapore, the MAS has resolution powers in respect of Singapore licensed banks. Broadly speaking, in relation to Singapore incorporated banks, the MAS has the power to (a) impose moratoriums, (b) apply for court orders against winding-up or judicial management of the bank, against commencement or continuance of proceedings by or against the bank in respect of any business of the bank, against commencement or continuance of execution, distress or other legal processes against any property of the bank, or against enforcement of security, (c) apply to court for the winding-up of the bank, (d) order compulsory transfers of business or transfers of shares, (e) order compulsory restructurings of share capital, (f) bail-in eligible instruments, (g) temporarily stay termination rights of counterparties, (h) impose requirements relating to recovery and resolution planning and (i) give directions to significant associated entities of a bank. In addition, the MAS has powers under the Banking Act, Chapter 19 of Singapore to assume control of a bank. Under the resolution regime, there are also provisions for cross-border recognition of resolution actions, creditor safeguards in the form of a creditor compensation framework and resolution funding.

Severe supervisory actions taken against the Group by the MAS or other regulatory and enforcement authorities in each jurisdiction in which the Group operates may have an adverse impact on the Group's reputation, operations and business and may, in certain circumstances, adversely affect the rights of a Noteholder against the Issuer.

### **1.18 The Issuer may face pressure on its capital and liquidity requirements**

The Issuer is subject to capital adequacy and liquidity guidelines adopted by the MAS for a Singapore bank, which provide for a minimum ratio of total capital to risk-adjusted assets and a minimum liquidity coverage ratio and minimum net stable funding ratio, expressed as a percentage, as further described below. Failure by the Issuer to maintain its ratios may result in administrative actions or sanctions against it which may impact the Issuer's ability to fulfil its obligations under the Notes.

Banks incorporated in Singapore ("**SIBs**", and each a "**SIB**") are required to meet capital adequacy requirements under MAS Notice 637 on Risk-Based Capital Adequacy Requirements for Banks incorporated in Singapore ("**MAS Notice 637**"), that are higher than the standards set by the Basel Committee on Banking Supervision (the "**Basel Committee**"). D-SIBs shall, at all times in the periods specified under MAS Notice 637, maintain at both standalone and consolidated levels (referred to as "**Solo**" and "**Group**" levels in MAS Notice 637), the following minimum capital adequacy ratio ("**CAR**") requirements:

- (a) a common equity Tier 1 ("**CET1**") CAR of at least 6.5 per cent.;
- (b) a Tier 1 CAR of at least 8.0 per cent.; and
- (c) a total CAR of at least 10 per cent.

In addition to complying with the minimum CAR requirements, SIBs shall, at all times in the periods specified under MAS Notice 637, maintain at both the Solo and Group levels, a capital conservation buffer above the minimum CAR requirements. The capital conservation buffer is met with CET1 capital and is currently 2.5 per cent.

In addition to complying with the minimum CAR and the capital conservation buffer, SIBs shall, at all times in the periods specified under MAS Notice 637, maintain, at both the Solo and Group levels, a countercyclical buffer comprising CET1 capital of up to 2.5 per cent. above the minimum CET1 CAR, minimum Tier 1 CAR and minimum total CAR.

The actual magnitude of the countercyclical buffer to be applied shall be the weighted average of the country-specific countercyclical buffer requirements that are being applied by the national authorities in jurisdictions to which SIBs have private sector credit exposures. For the purpose of calculation of the countercyclical buffer by the Issuer, the country-specific countercyclical buffer requirement in respect of a jurisdiction outside Singapore shall be capped at 2.5 per cent., unless the MAS otherwise specifies.

In the Financial Stability Review released by the MAS in November 2019, the MAS confirmed that the Singapore countercyclical buffer is maintained at 0 per cent.

The MAS issued MAS Notice 649 Minimum Liquid Assets and Liquidity Coverage Ratio (“**MAS Notice 649**”) which sets out the minimum liquid assets (“**MLA**”) framework and the liquidity coverage ratio (“**LCR**”) framework. A bank in Singapore need only comply with the requirements under the LCR framework under MAS Notice 649 if it has been notified by the MAS that it is a D-SIB or an internationally active bank (as defined in MAS Notice 649). Under MAS Notice 649, the Issuer shall be required to maintain at all times, a Singapore dollar LCR of at least 100 per cent. and an all currency LCR of at least 100 per cent.

The MAS issued MAS Notice 652 Net Stable Funding Ratio (“**MAS Notice 652**”) which sets out the minimum net stable funding ratio (“**NSFR**”) to be maintained. Under MAS Notice 652, which took effect on 1 January 2018, the Issuer shall be required to maintain at all times, an all currency NSFR of at least 100 per cent.

The Basel III standards also include a leverage ratio as a non-risk-based backstop limit intended to supplement the risk-based capital requirements. Consistent with the Basel III standards, MAS Notice 637 imposes a minimum leverage ratio requirement of 3 per cent. for SIBs at both the Solo and Group levels.

As at 31 December 2019, the Group was in compliance with the regulatory capital requirements of each of the jurisdictions in which it operates subsidiaries. If the regulatory capital requirements, liquidity requirements or ratios applied to the Group continue to increase in the future, the Group’s return on capital and profitability could be materially and adversely affected. Any failure by the Issuer to satisfy such increased regulatory capital ratios or liquidity requirements within the applicable timeline could result in administrative actions or sanctions or significant reputational harm, which in turn may have a material adverse effect on the Group’s business, financial condition and results of operations.

The Issuer was designated as a D-SIB in Singapore on 30 April 2015. However, this designation should not affect its higher loss absorbency (“**HLA**”), LCR and NSFR requirements, as the proposed HLA, LCR, and NSFR requirements in respect of D-SIBs (which include the requirement to maintain minimum CET1 CAR requirements that are two percentage points higher than those established by the Basel Committee) are already incorporated in existing capital and liquidity requirements applicable to Singapore incorporated banks under MAS Notice 637, MAS Notice 649 and MAS Notice 652. Accordingly, the Issuer is already subject to these requirements.

**1.19 The Group's business is inherently subject to the risk of market fluctuations, which could materially and adversely affect its operating results, financial condition and prospects**

The Group's business is inherently subject to risks in financial markets and in the wider economy, including changes in, and increased volatility of, exchange rates, interest rates, inflation rates, credit spreads, commodity, equity, bond and property prices and the risk that its customers act in a manner which is inconsistent with business, pricing and hedging assumptions.

Market movements may have an impact on the Group in a number of key areas. Issuing and trading activities undertaken by the Group are subject to interest rate risk, foreign exchange risk, inflation risk and credit spread risk. For example, changes in interest rate levels, yield curves and spreads affect the interest rate margin realised between lending and borrowing costs. Competitive pressures on fixed rates or product terms in existing loans and deposits sometimes restrict the Group in its ability to change interest rates applying to customers in response to changes in official and wholesale market rates.

Although the Group actively manages risks in accordance with the Group's risk management policies and guidelines, the Group's business, financial condition and results of operations may still be materially and adversely affected by any market fluctuations or unidentified and/or unanticipated risks, or by the fact that its credit and provisioning policies may not be adequate in relation to such risks.

**1.20 An actual or perceived reduction in the Group's financial strength, or a downgrade in the Group's credit ratings, could have a negative effect on the Group, and could increase deposit withdrawals, damage the Group's business relationships and negatively impact sales of the Group's products and services**

Depositors' confidence in the financial strength of a bank, as well as in the financial services industry generally, is an important factor affecting its business. The Issuer has received long-term issuer ratings of "AA-" from Fitch Ratings and Standard & Poor's Rating Services and "Aa1" from Moody's Investor Service, Inc, with each having a "Stable" outlook on the Issuer's rating. Any actual or perceived reduction in the Group's financial strength, whether due to a credit rating downgrade or some other factor, could materially and adversely affect the Group's business as any such development may, among other things:

- (a) increase the number of deposit withdrawals;
- (b) negatively impact the Group's relationship with its creditors, its customers and the distributors of its products;
- (c) negatively impact the sales of the Group's products and services; and
- (d) increase the Group's borrowing costs as well as affect its ability to obtain financing on a timely basis.

In addition, any decline in the credit ratings of the Issuer may affect the market value of the Notes. The credit ratings of the Issuer are an assessment of its ability to pay its obligations, including those in respect of the Notes.

The Notes contain no covenants that prohibit the Issuer or its subsidiaries from entering into agreements which may incur additional indebtedness. In the event of such occurrences, the credit rating of the Issuer may be downgraded from time to time. The Notes also contain no covenants that prohibit the Issuer or its subsidiaries from creating or permitting to exist any mortgage, charge,

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

### **1.21 The Group's business is subject to reputational risk**

Reputational risk is the potential for damage to the Group's franchise as a result of stakeholders taking a negative view of the Group or its actions. Reputational risk could arise from the failure by the Group to effectively mitigate the risks in its businesses, including one or more of country, credit, liquidity, market, regulatory, operational, environmental, litigation and social risks. Damage to the Group's reputation could cause existing clients to reduce or cease to do business with the Group and prospective clients to be reluctant to do business with the Group. Any such event could result in a loss of earnings and have a material adverse effect on the business of the Group. A failure to manage reputational risk effectively could also materially affect the Group's business, financial condition and results of operations.

### **1.22 The Group's risk management policies and procedures may leave the Group exposed to unidentified or unanticipated risks, which could negatively affect its business or result in losses**

The Group's hedging strategies and other risk management techniques may not be fully effective in mitigating its risk exposure in all market environments or against all types of risk, including risks that are unidentified or unanticipated. Some methods of managing risk are based upon observed historical market behaviour. As a result, these methods may not predict future risk exposures, which could be greater than the historical measures indicated. Other risk management methods depend upon an evaluation of information regarding markets, clients or other matters. This information may not in all cases be accurate, complete, up to date or properly evaluated. Management of operational, legal or regulatory risk requires, among other things, policies and procedures to properly record and verify a large number of transactions and events. Although the Group has established these policies and procedures, there can be no assurance that these policies and procedures will adequately control, or protect the Group against, all credit, liquidity, market and other risks.

### **1.23 An investor may experience difficulties in enforcing judgments of courts of jurisdictions outside Singapore against the Issuer, the directors and executive officers of the Issuer and certain parties named in this Offering Circular**

The Issuer is incorporated with limited liability under the laws of Singapore and most of its directors and executive officers and certain parties named in this Offering Circular reside or are incorporated in Singapore. All or the majority of the assets of such persons and the Issuer are located in Singapore. As a result, it may be difficult for investors to enforce judgments against the Issuer or such persons in courts outside Singapore. Investors should also be aware that judgments of courts of jurisdictions outside Singapore may, in some circumstances, not be enforceable in Singapore courts. In addition, the rights of Noteholders under the Notes will be subject to the bankruptcy, insolvency, administrative and other laws of Singapore, which may be materially different from those with which Noteholders are familiar.

## **2 Risks Related to Conflicts of Interest**

United Overseas Bank Limited, as the issuer, and its subsidiaries and affiliates may act in a number of capacities in relation to the Notes, including, without limitation, as the Arranger, a Dealer, the Issue and Paying Agent, the Calculation Agent, the Registrar and the Transfer Agent and such other capacities as may be specified in the applicable Pricing Supplement.

The economic interests of United Overseas Bank Limited and/or its subsidiaries and affiliates (while acting in their various capacities) may at times be inconsistent with the interests of Noteholders and potential and

actual conflicts of interests may arise therefrom. As a result, Noteholders will be exposed not only to the credit risk of United Overseas Bank Limited and/or its subsidiaries and affiliates, but also the operational risks which may arise while United Overseas Bank Limited and/or its subsidiaries and affiliates are carrying out their duties and obligations in relation to, and under, any Notes.

United Overseas Bank Limited will take steps to ensure that, in respect of each of the above roles to be performed by it and/or its subsidiaries and affiliates in relation to the Programme, separate teams are allocated to perform the respective functions. United Overseas Bank Limited will also conduct itself with the same level of objectivity as it would when discharging its obligations to a third party client.

In addition, United Overseas Bank Limited and any of its subsidiaries and affiliates, in connection with their other business activities, may from time to time engage in business with or possess or acquire material information about the underlying assets or entities or any other asset or entity on whose condition the payments of Notes are dependent. Such activities may include, without limitation, the exercise of voting powers, the purchase and sale of securities, providing financial advisory services and the exercise of creditor rights. Such activities and information may have an adverse impact on the investors of the Notes. United Overseas Bank Limited and any of its subsidiaries and affiliates have no obligation to disclose such information about any such asset or entity. United Overseas Bank Limited, its subsidiaries and affiliates and its or their respective officers and directors may engage in any such activities without regard to Noteholders and/or the effect that such activities may directly or indirectly have on Noteholders, and do not owe a duty or responsibility to Noteholders to avoid such conflicts of interests.

Potential investors should seek independent advice as they deem appropriate to evaluate the risk of these potential conflicts of interests.

### **3 Risks Related to the Market Generally and Credit Ratings**

#### **3.1 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 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 an adverse effect on the market value of Notes. Upon request, the Issuer will use reasonable efforts to quote bid prices for the Notes, but is under no obligation to do so. The price quoted, if any, will be affected by many factors including, but not limited to, (i) the market price and volatility of each of the relevant underlying product of the Notes and equity and credit markets generally, (ii) political, economic, legal and market conditions that could directly or indirectly affect the market price of each of the relevant underlying product of the Notes, (iii) interest rates, (iv) the shape of the yield curve, (v) the expected interest rate volatility, (vi) the time remaining to maturity of the Notes, (vii) foreign exchange rates (in the case of quanto Notes) and (viii) Unwind Costs, as applicable.

#### **3.2 Market and investment risk**

An investment in Notes is subject to market fluctuations and the risks inherent in all investments. An investor's holding of Notes is subject to investment risk, including interest rate risk, exchange rate risk, liquidity risk, possible delays in repayment and loss of income and principal invested. Unless otherwise stated, Notes are subject to the credit risk of the Issuer and, where applicable, the credit risk of the underlying reference assets and reference entities. Accordingly, an investor in the



Notes may lose some or substantially all of the amounts that he has invested in the Notes, even on maturity.

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

The Issuer will pay principal and interest on the Notes in the currency specified in the applicable Pricing Supplement (the “**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 Currency. These include the risk that foreign exchange rates may significantly change (including changes due to devaluation of the 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 Currency would decrease (i) the Investor’s Currency-equivalent interest 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.

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

### **3.4 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.

### **3.5 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 Issuer, political, economic, financial and any other factors that can affect the capital markets, the industry and/or the Issuer generally. Adverse economic developments, acts of war and health hazards in countries in which the Issuer operates could have a material adverse effect on the Issuer’s operations, operating results, business, financial position and performance.

### **3.6 Inflation risk**

Noteholders may suffer erosion on the return of their investments due to inflation. Noteholders would have an anticipated rate of return based on expected inflation rates on the purchase of the Notes. An unexpected increase in inflation could reduce the actual returns.

### **3.7 Credit ratings may not reflect all risks**

Notes issued under the Program may be rated or unrated. The ratings may not reflect the potential impact of all risks related to the 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, reduced or withdrawn by the rating agency at any time. Prospective investors should bear this in mind when considering the credit ratings disclosed in this Offering Circular and the applicable Pricing Supplement. An actual or anticipated suspension, revision, downgrade or withdrawal of the rating assigned to the Issuer or any entity may adversely affect the market value of such Notes.

### **3.8 Implementation of and/or changes to the Basel III framework may affect the capital requirements and/or liquidity associated with a holding of the Notes for certain investors**

Regulated institutions may be subject to capital adequacy and liquidity standards under Basel III (which may be incorporated into local legislation by the MAS or other regulators). These requirements can include, among others, capital adequacy requirements and liquidity coverage requirements. The ongoing implementation of the Basel III framework and/or any changes (including those which are yet to be finalised) may have an impact on the capital requirements in respect of the Notes and/or on incentives to hold the Notes for investors that are subject to requirements that follow the revised framework and, as a result, they may affect the liquidity and/or value of the Notes.

In general, investors should consult their own advisers as to the regulatory capital and liquidity requirements in respect of the Notes and as to the consequences for and effect on them of any changes to the Basel framework (including the changes described above) and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

## **4 Risks Related to the Notes Generally**

### **4.1 General risk warning**

The Notes are not conventional debt securities as they are linked to the performance of an underlying reference asset or basket of reference assets, including, without limitation, securities, commodities, credit or debt obligations of an entity or sovereign, currency or exchange rates, interest rates, exchange traded funds, or any basket thereof and/or the creditworthiness of one or more underlying reference entities, or any combination, variation or derivative thereof. Prospective investors should therefore understand that the payment amount, whether in respect of principal, interest or any other sum payable under the Notes, will be dependent upon the performance of the applicable underlying reference asset or basket of reference assets and/or creditworthiness of the applicable reference entity or reference entities and may, in certain circumstances, be zero.

### **4.2 Notes may not be a suitable investment for all investors**

The Notes are complex and high-risk instruments. A position and an investment in structured products, such as the Notes issued under the Programme, involves substantial risks, including market risk, liquidity risk and the risk that the Issuer will be unable to satisfy its obligations under any Notes. This Offering Circular and the applicable Pricing Supplement are not, and do not purport to be, investment advice. Each potential investor in any Notes must determine the suitability of that investment in light of its own experience, objectives, financial position and other relevant circumstances and ensure that it understands the nature of all these risks before making a decision to invest in Notes. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Offering Circular or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) 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.

Any prospective investor should make an investment only after it has determined that such investment is suitable for its circumstances, risk profile, financial position and investment objectives.

Some Notes are complex financial instruments. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

#### **4.3 Return on an investment in Notes will be affected by charges incurred by investors**

The Pricing Supplement in respect of an issue of Notes will describe the payments which may be made under the relevant Notes. However, the total return on an investment in any of the Notes may also be affected by fees charged by the Issuer, a distributor or other parties. Fees may be charged by the Issuer for the management of underlying reference assets and for the hedging of risks relating to the changes in the value of such reference assets. If any structured notes are traded on a stock exchange, the Issuer may also incur clearing and trading fees imposed by the stock exchange, as well as commission fees imposed by individual brokers. A distributor may also charge sales fees and/or fees for the opening and operation of an account with the Issuer or such distributor or transfers of Notes. The Issuer may also incur fees payable to financial institutions (which may or may not be the relevant distributor) for custody services and on payments of interest and principal. Prospective investors are therefore advised to consult with the Issuer or the relevant distributor to ascertain the basis on which fees will be charged by the Issuer or the relevant distributor on the Notes.

#### **4.4 Singapore Taxation Risk**

The Notes to be issued from time to time under the Programme, during the period from the date of this Offering Circular to 31 December 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 under the section "Taxation". However, there is no assurance that such Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

#### **4.5 EU Savings Directive**

Council Directive 2003/48/EC on the taxation of savings income (the "**Savings Directive**") requires EU Member States to provide to the tax authorities of other EU Member States details of payments of interest and other similar income paid by a person established within its jurisdiction to (or secured by such a person for the benefit of) an individual resident, or to (or secured for) certain other types of entity established, in that other EU Member State, except that Austria will instead impose a withholding system for a transitional period (subject to a procedure whereby, on meeting certain conditions, the beneficial owner of the interest or other income may request that no tax be withheld) unless during such period it elects otherwise.

The Council of the European Union has adopted a Directive (the "**Amending Savings Directive**") which would, if implemented, amend and broaden the scope of the requirements of the Savings Directive described above.

However, the Council of the European Union has adopted a Council Directive repealing the Savings Directive from 1 January 2016 (1 January 2017 in the case of Austria) (in each case subject to transitional arrangements). The recitals to the Directive also provide that EU Member States will not be required to implement the Amending Savings Directive.

Prior to the repeal of the Savings Directive becoming effective, if a payment were to be made or collected through an EU Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment pursuant to the Savings Directive or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to such Directive, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Covered Bond as a result of the imposition of such withholding tax.

The Issuer is required to maintain a Paying Agent with a specified office in a country that will not be obliged to withhold or deduct tax pursuant to any law implementing the Savings Directive or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000. However, investors should be aware that any custodians or intermediaries through which they hold their interest in the Bonds may nonetheless be obliged to withhold or deduct tax pursuant to such laws unless the investor meets certain conditions, including providing any information that may be necessary to enable such persons to make payments free from withholding and in compliance with the Savings Directive.

#### **4.6 Potential U.S. Foreign Account Tax Compliance Act withholding**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as Foreign Account Tax Compliance Act (“**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. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Singapore) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions.

Certain aspects of the application of 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 to foreign passthru payments after the later of 31 December 2018 or the date of publication of the final regulations defining “foreign passthru payments” in the U.S. Federal Register. Additionally, Notes that are characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. 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 U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date. 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 apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

#### 4.7 Information Reporting Obligations

Information relating to the Notes, their holders and beneficial owners may be required to be provided to tax authorities in certain circumstances pursuant to domestic or international reporting and transparency regimes. This may include (but is not limited to) information relating to the value of the Notes, amounts paid or credited with respect to the Notes, details of the holders or beneficial owners of the Notes and information and documents in connection with transactions relating to the Notes. In certain circumstances, the information obtained by a tax authority may be provided to tax authorities in other countries. Some jurisdictions operate a withholding system in place of, or in addition to, such provision of information requirements.

#### 4.8 Considerations relating to Section 871(m) of the Code

Prospective investors must note that for Notes that reference one or more U.S. equities (including an index that includes one or more U.S. equities), 'dividend equivalent' amounts under Section 871(m) of the Code with respect to the Notes will be treated as U.S. source dividends subject to U.S. federal income tax withholding at a rate of 30 per cent. (or a lower rate under an applicable tax treaty). Under the Section 871(m) regulations, a Note issued on or after 1 January 2017 that has an expected economic return substantially similar to that of an underlying U.S. equity or index, as determined on the Note's issue date based on tests set forth in the regulations (an "**871(m) Note**"), will generally be subject to withholding. If the terms of a Note (whenever issued) are subject to a 'significant modification' such that the Note is treated as reissued for U.S. tax purposes, it may be treated as an 871(m) Note that is subject to withholding at the time of such reissuance. In addition, a Note that in isolation is not an 871(m) Note may nonetheless be subject to Section 871(m) if the investor has engaged, or engages, in other transactions in respect of a U.S. equity or index that relates to the Note (or the acquisition of the Note may cause such other transactions to be subject to Section 871(m)). The regulations provide certain exceptions to the withholding requirements, in particular for instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalent amounts generally will be required when payments are made on an 871(m) Note or upon maturity, lapse or other disposition by the non-US holder of the Note. If an underlying U.S. equity pays one or more dividends during the term of the 871(m) Note, withholding generally will be required even if the Note does not provide for payments explicitly linked to dividends. The Issuer will not be required to pay any additional amounts in respect of amounts withheld under Section 871(m).

Any determination by the Issuer on the application of Section 871(m) to a particular Note generally is binding on Holders, but is not binding on the IRS. The Section 871(m) regulations require complex calculations to be made with respect to Notes referencing U.S. stocks and their application to a specific issue of Notes may be uncertain. Accordingly, even if the Issuer determines that a Note is not subject to Section 871(m), the IRS could challenge the Issuer's determination and assert that withholding is required in respect of such Note.

**SECTION 871(M) IS COMPLEX. EACH PROSPECTIVE INVESTOR SHOULD CONSULT HIS OWN TAX ADVISER TO OBTAIN A MORE DETAILED EXPLANATION OF SECTION 871(M) AND TO LEARN HOW THIS LEGISLATION MIGHT AFFECT IT IN ITS PARTICULAR CIRCUMSTANCE.**

#### 4.9 The proposed financial transactions tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common 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 the Notes (including secondary market transactions) in certain circumstances.

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. The issuance and subscription of Notes should, however, be exempt.

A joint statement issued on 8 December 2015 by participating Member States (other than Estonia) indicated a high-level agreement on the scope of the FTT. However, the FTT proposal remains subject to negotiation between the participating Member States and the scope and implementation of any such tax is uncertain. 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.

#### **4.10 Modification and waivers**

The Conditions contain provisions that relate to the calling of meetings for Noteholders to consider matters affecting their interests and to obtain Written Resolutions (as defined in the Agency Agreement) on matters relating to the Notes from Noteholders without calling a meeting. A Written Resolution signed by or on behalf of the holders of not less than 66 per cent. in nominal amount of the Notes who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Agency Agreement and whose Notes are outstanding shall, for all purposes, take effect as an Extraordinary Resolution.

In certain circumstances, where the Notes are held in global form in the clearing systems, the Bank will be entitled to rely upon:

- (i) where the terms of the proposed resolution have been notified through the relevant clearing system(s) in the manner as provided for in the Agency Agreement, approval of a resolution proposed by the Bank given by way of electronic consents communicated through the electronic communications systems of the relevant clearing systems to the Paying Agent or another specified agent in accordance with their operating rules and procedures by or on behalf of the holders of not less than 66 per cent. in nominal amount of the Notes for the time being outstanding; and
- (ii) where electronic consent is not being sought, consent or instructions given in writing directly to the Bank (A) by accountholders in the clearing systems with entitlements to such global note or certificate or, (B) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Bank shall be entitled to rely on any certificate or other document issued by, in the case of (A) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the "**Relevant Clearing System**") and in the case of (B) above, the Relevant Clearing System and the accountholder identified by the Relevant Clearing System for the purposes of (B) above.

Any resolution passed in such manner shall be binding on all Noteholders and holders of Coupons, Talons and Receipts, even if the relevant consent or instruction proves to be defective.

A Written Resolution or an electronic consent as described above may be effected in connection with any matter affecting the interests of Noteholders, including the modification of the Conditions, that would otherwise be required to be passed at a meeting of Noteholders satisfying the Relevant Fraction for voting on any Extraordinary Resolution relating to a Reserved Matter (each as defined in the Agency Agreement) in accordance with the provisions of the Agency Agreement, and shall for all purposes take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the meeting or in respect of the relevant resolution (or participate in the Written Resolution or electronic consent, as the case may be), as well as Noteholders who did not vote in favour of the majority (either in a meeting or by Written Resolution or electronic consent).

#### **4.11 Change of law**

The Conditions are based on English law in effect as at the date of issue of the relevant Notes. 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 issue of the relevant Notes.

#### **4.12 Where the Global Notes or Global Note Certificates are held by or on behalf of Euroclear, Clearstream, Luxembourg and/or CDP, investors will have to rely on the procedures of Euroclear, Clearstream, Luxembourg and/or CDP for transfer, payment and communication with the Issuer**

Notes issued under the Programme may be represented by one or more Global Notes or Global Note Certificates. Such Global Notes or Global Note Certificates may be deposited with a common depository for Euroclear and Clearstream, Luxembourg and/or with CDP. Except in the circumstances described in the relevant Global Note or Global Note Certificate, investors will not be entitled to receive definitive Notes or Certificates. Euroclear, Clearstream, Luxembourg and/or CDP will maintain records of the beneficial interests in the Global Notes or Global Note Certificates held through it. While the Notes are represented by one or more Global Notes or Global Note Certificates, investors will be able to transfer their beneficial interests only through Euroclear, Clearstream, Luxembourg and/or CDP (as the case may be).

While the Notes are represented by one or more Global Notes or Global Note Certificates, the Issuer will discharge its payment obligations under such Notes by making payments to or to the order of CDP and/or the common depository for Euroclear and Clearstream, Luxembourg (as the case may be) for distribution to their account holders. A holder of a beneficial interest in a Global Note or Global Note Certificate must rely on the procedures of Euroclear, Clearstream, Luxembourg and/or CDP (as the case may be) 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 or Global Note Certificates.

Holders of beneficial interests in the Global Notes or Global Note Certificates 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, Clearstream, Luxembourg and/or CDP (as the case may be) to appoint appropriate proxies.

Other than in relation to Global Notes or Global Note Certificates held by CDP, holders of beneficial interests in the Global Notes or Global Note Certificates 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 or Clearstream, Luxembourg (as the case may be) to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Notes or Global Note Certificates will not have a direct right under the respective Global Notes or Global Note Certificates to take enforcement action against the Issuer following an Event of Default under the relevant Notes but

will have to rely upon their rights under the Deed of Covenant or the UOB Deed of Covenant, as the case may be.

## **5 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 certain such features:

### **5.1 Notes linked to securities, indices, funds, commodities, currencies, interest rates and/or underlying credits**

The Issuer may issue Notes with principal and/or interest determined by reference to underlying assets including a single security or index, baskets of securities or indices, funds, currency prices, commodity prices, the credit of one or more entities not affiliated with the Bank or interest rates. 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:

- (a) they may lose all or a substantial portion of their principal;
- (b) the market price of such Notes may be very volatile;
- (c) they may receive no interest;
- (d) payment of principal or interest may occur at a different time or in a different currency than expected;
- (e) they may receive the underlying assets in certain circumstances in the case of physically settled Notes;
- (f) the relevant underlying asset may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (g) if the relevant underlying asset is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the underlying asset on principal or interest payable is likely to be magnified; and
- (h) the timing of changes in an underlying asset may affect the actual yield to investors, even if the average level is consistent with their expectations.

### **5.2 Repayment of principal amount not guaranteed, whether on maturity or otherwise**

The returns on Notes may be variable and may not include a guaranteed return of a percentage of the face amount at maturity or a minimum interest rate. Such returns are usually contingent on the performance of one or more underlying asset(s) as described above, foreign exchange or interest rates or the occurrence of an underlying credit event, as the case may be.

Apart from situations where there may be a loss of principal on the Notes due to the performance of the underlying assets as described above, investors may also lose their principal when the Notes are redeemed early prior to maturity under certain circumstances. In such circumstances, the amount investors will receive in respect of their Notes may be less and could be substantially less than the principal amount of the Notes. It is conceivable that investors could lose all of their investment in the Notes.

In addition, investors may sustain substantial losses on Notes if the market conditions move against the investors' position in respect of the Notes. Investors should fully understand the impact of market movements, in particular the extent of profit/loss investors would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if investors have to



liquidate a position (by redeeming the Notes early) should market conditions move against investors. The movement in interest and exchange rates are affected by a variety of factors, including, without limitation, market sentiments, currency speculation or inflationary fears, which may or may not offer a logical basis for an explanation of the market's movement in a certain way. Investors should therefore ensure that they fully understand the risks involved in the underlying asset(s) and satisfy themselves that they are willing to accept such risks.

### **5.3 Interest payable on the Notes will depend on the terms of the Notes and there may be no interest payable on the Notes**

Any amount of interest payable to investors under the Notes will depend on the terms of the Notes as set out in the applicable Pricing Supplement, including, but not limited to, the performance of the underlying asset or basket of underlying assets and/or the reference entity or entities linked to the Notes. If the terms of the Notes are not met, the interest amounts on the Notes will be affected.

In addition, investors should be aware that, unless otherwise specified in the Pricing Supplement, if payment of the Redemption Amount or Physical Delivery Amount should be improperly withheld or refused, the Notes will bear interest at the rate determined daily by the Calculation Agent to be the rate for overnight deposits in the relevant Specified Currency in which the payment is due to be made, and not any other rate of interest (including the Rate of Interest or Interest Amount last determined in respect of the Note).

In addition, where the Notes are repurchased or redeemed before the maturity date, any interest amounts payable on the Notes will be affected as well, in which case, investors may not receive any interest amounts payable on the Notes for the whole term of the Notes.

### **5.4 No rights to underlying reference assets or recourse to reference entities**

Investing in the Notes is not the same as owning the underlying reference assets or investing in the underlying reference entities linked to the Notes. An investor has no right under the Notes to any underlying reference asset. In the event of any loss on the Notes, an investor will have no recourse under the Notes to the underlying reference asset, nor the sponsor of any index which may be an underlying reference asset, nor any fund service provider of any fund which may be an underlying reference asset.

Investors will also have no proprietary or security interest in any of the reference assets or claim against any of the issuer or, as the case may be, the guarantor of the underlying reference assets.

### **5.5 Increases in the value of underlying reference assets may not lead to increases in the market value of the Notes or a higher return on an investment**

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

Further, increases in value of the underlying reference assets linked to a Note may not lead to an increase in investment returns under the Notes of the same magnitude or any increase at all, as the payment of principal, interest or any other amount payable under the Notes will depend on the terms of each particular Series or Tranche of Notes as set out in the applicable Pricing Supplement.

### **5.6 No affiliation with underlying companies**

The underlying issuer for any single security or basket of securities, the publisher of an underlying index, fund service provider with respect to Fund Linked Notes or any specified entity with respect to Credit Linked Notes may not be an affiliate of the Bank, unless otherwise specified in the

applicable Pricing Supplement. The Issuer or its subsidiaries may presently or from time to time engage in business with any underlying company, any fund service provider or any specified entity, including entering into loans with, or making equity investments in, the underlying company, or specified entity, or its affiliates or subsidiaries or providing investment advisory services to the underlying company, or specified entity, including merger and acquisition advisory services. Moreover, the Issuer does not have the ability to control or predict the actions of the underlying company, index publisher, fund service provider or specified entity, including any actions, or reconstitution of index components, or the fund of the type that would require the Calculation Agent (as defined in the Conditions) to adjust the payout to the investor at maturity. No underlying company, index publisher, fund service provider or specified entity for any issuance of Notes is involved in the offering of the Notes in any way or has any obligation to consider the investor's interest as an owner of the Notes in taking any corporate actions that might affect the value of the Notes.

#### **5.7 The Issuer, the Dealer(s) (if any) and the Calculation Agent have no duty to disclose information with respect to any underlying reference asset, including non-public information**

The Issuer, the Dealer(s) (if any), the Calculation Agent, any of their respective affiliates or any of their respective directors may have acquired, or, during the term of the Notes, may acquire, non-public information with respect to the underlying reference asset of the Notes that they may not disclose. In particular, but without limitation, the Issuer may be privy to non-public information in relation to the underlying reference assets.

None of the Issuer, the Dealer(s), the Calculation Agent, any of their respective affiliates or any of their respective directors, employees or agents is under any obligation (i) to assess on the Noteholders' behalf, the likely performance of the underlying reference asset or conduct any investigation or due diligence in respect of such underlying reference asset or (ii) other than as may be required by applicable rules and regulations relating to the Notes to disclose any public or non-public information they may possess in respect of the underlying reference asset.

Prospective investors must therefore make an investment decision based upon their own due diligence and purchase the Notes in the knowledge that public and non-public information which the Issuer, the Dealer(s) (if any), the Calculation Agent, any of their respective affiliates or any of their respective directors may have will not be disclosed to investors.

#### **5.8 Unwind Costs may apply when the Notes are early redeemed**

Unwind Costs include (i) the fees, charges, losses, expenses and costs (if any), including any loss of bargain or cost of funding, or the gain to the Issuer and/or any Affiliate of the Issuer as a result of unwinding, terminating, liquidating, adjusting, obtaining, replacing, settling or re-establishing any underlying or related hedging arrangements (if any) (including, but not limited, to any funding arrangements, currency, options, swaps, and derivative trades or selling or otherwise realising any instruments of any type whatsoever which the Issuer and/or any Affiliate may hold as part of such hedging arrangements (if any)) in relation to the Notes, and (ii) the fees, charges, expenses and costs (if any) incurred by the Issuer and/or any of its Affiliates in connection with the early redemption of the Notes, including any expenses and costs in connection with the delivery of any Physical Redemption Assets, when the Notes are redeemed prior to their scheduled maturity date. If "Adjustment for Unwind Costs" are specified as applicable in the applicable Pricing Supplement or the relevant Conditions, the Early Redemption Amount, amongst others, will be adjusted to take account fully of Unwind Costs. Such adjustment may adversely affect the amount payable to the Noteholders on the early redemption of the Notes.

## 5.9 Risks associated with Leverage

The amounts payable in respect of certain Notes may be leveraged by reference to a participation level, multiplier, leverage factor or other formula having a similar effect.

In respect of any such Notes, the percentage change in the value of Notes subject to such leverage will be greater than any positive and/or negative performance of the underlying assets, bonds, equities, units, currencies, indices, commodities or other underlying referenced in respect of the Notes.

Accordingly, Notes which include a leveraged element in respect of any amounts payable in respect of the Notes represent a very speculative and risky form of investment, since any loss in the value of the relevant underlying carries the risk of a disproportionately higher loss on the Notes (and the greater the extent of such leverage element, the greater the risk of such loss).

## 5.10 Exposure to exchange rate risks

Investors may be exposed to exchange rate risks where Notes are denominated in one currency (the “**base currency**”) and the underlying asset(s) are denominated in, or the basis upon which the repayment of the principal amount of Notes or the basis upon which any interest or other returns on Notes are calculated in, one or more different currency(ies). Investors may suffer a loss in such circumstances. Depending on the performance of these other currencies against the base currency, the market value of Notes will be affected if Notes are sold back to the Issuer before the maturity date of Notes. If such currencies weaken against the base currency, the market value of Notes is likely to decrease and *vice versa*.

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

## 5.11 Risks relating to underlying assets that are loss-absorption instruments

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

### 5.11.1 Non-viability loss absorption provisions under which the underlying assets may be fully or partially written off

Underlying assets may contain provisions relating to loss absorption upon a relevant government body, government officer or other relevant regulatory body determining that a write-off, conversion or public sector injection of capital or equivalent support is necessary, without which the issuer of the underlying assets (the “**Underlying Assets Issuer**”) would become non-viable (a “**Non-Viability Event**”). The underlying assets Issuer may be required to irrevocably effect a full or partial write-off of the outstanding principal and accrued and unpaid interest in respect of such underlying assets. In the event that underlying assets are written off, any written-off amount shall be irrevocably lost and holders of such underlying assets will cease to have any claims for any principal amount and accrued but unpaid interest

which has been subject to write-off. There may be no compensation for any such loss, and holders could risk losing up to the full principal amount of underlying assets. When the value of the underlying assets decreases, the value of the Notes will in turn decrease (and may even be zero).

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

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

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

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

#### **5.11.4 Obligations under the underlying assets may be subordinated and the rights of the underlying assets holders may effectively be further subordinated upon conversion**

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

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

#### **5.11.5 No guaranteed distributions**

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

#### **5.11.6 Maturity date of Notes may precede redemption date of underlying assets**

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

### **5.12 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”.

Interest rates and indices which are deemed to be “benchmarks” (including London inter-bank offered rate (“LIBOR”), Euro inter-bank offered rate (“EURIBOR”), Singapore dollar Swap Offer Rate (“SOR”), Singapore inter-bank offered rate (“SIBOR”) and Hong Kong inter-bank offered rate (“HIBOR”)) are the subject of recent national and international regulatory guidance and proposals for reform. These reforms are in different stages of implementation, with some 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.

Regulation (EU) 2016/1011 (the “**Benchmarks Regulation**”) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

Similarly, the SFA and the Securities and Futures (Financial Benchmark Regulations 2018) set out certain requirements in respect of designated benchmarks, benchmark administrators and benchmark submitters.

Each of these reforms (including the Benchmarks Regulation) could have a material impact on any Notes linked to or referencing a benchmark in particular, if the methodology or other terms of the

benchmark are changed in order to comply with the requirements imposed thereunder. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant 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. On 27 July 2017, and in a subsequent speech by its Chief Executive on 12 July 2018, the Financial Conduct Authority (“**FCA**”) confirmed that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the “**FCA Announcements**”). The FCA Announcements indicated that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average (“**SONIA**”) over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. On 5 March 2021, the FCA announced the future cessation or loss of representativeness of all 35 LIBOR benchmark then being published by ICE Benchmark Administration Limited (“**IBA**”), the authorised and regulated administrator of LIBOR (the announcement being the “**March 2021 FCA Announcement**”). The March 2021 FCA Announcement follows the notification by IBA that it intends to cease providing all LIBOR settings for all currencies, subject to any rights of the FCA to compel IBA to continue publication. In accordance with the March 2021 FCA Announcement:

- (i) publication of all 7 euro LIBOR settings, all 7 Swiss franc LIBOR settings, the spot next, 1-week, 2-month, and 12-month Japanese yen LIBOR settings, the overnight, 1-week, 2-month and 12-month sterling LIBOR settings, and the 1-week and 2-month USD LIBOR settings will cease immediately after 31 December 2021;
- (ii) publication of the overnight and 12-month USD LIBOR settings will cease immediately after 30 June 2023;
- (iii) immediately after 31 December 2021, the 1-month, 3-month and 6-month Japanese yen LIBOR and sterling LIBOR settings will no longer be representative of the underlying market and economic reality that such setting is intended to measure and that representativeness will not be restored; and
- (iv) immediately after 30 June 2023, the 1-month, 3-month and 6-month USD LIBOR settings will no longer be representative of the underlying market and economic reality that such setting is intended to measure and that representativeness will not be restored.

The FCA also indicated that (A) it will consult or continue consulting on using its proposed new powers to require IBA to continue the publication on a ‘synthetic’ basis of the 1-month, 3-month and 6-month sterling LIBOR and Japanese yen LIBOR settings for a further period after the end of 2021, and will continue to consider the case for requiring IBA to continue publication of the 1-month, 3-month and 6-month USD LIBOR settings for a further period after the end of June 2023, taking into account views and evidence from the US authorities and other stakeholders and (B) publication of certain LIBOR settings on a ‘synthetic’ basis would be intended to assist legacy contract holders and new use of this ‘synthetic’ LIBOR by UK regulated firms would be restricted.

The March 2021 FCA Announcement may already constitute a Benchmark Event (General) at time of issue (but which, pursuant to the definition of “Benchmark Event (General)”, may or may not have been

deemed to occur as at such time of issue) in respect of any Reference Rates Benchmark relating to a Series of Notes that is a LIBOR setting. The consequences of the occurrence of a Benchmark Event (General) and its potential impact on the value of the Notes are discussed further below.

Separately, the euro-interbank offered rate ("**EURIBOR**") has been reformed to be calculated using a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended Euro Short-term Rate ("**€STR**") as the new risk-free rate and €STR was first published by the European Central Bank (the "**ECB**") on 2 October 2019. In addition, on 21 January 2019, the euro risk-free rate working group has published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system.

In addition, as the SOR methodology relies on USD LIBOR in its computation, the likely discontinuation of LIBOR as described will impact the future sustainability of SOR. On 30 August 2019, the MAS announced that it has established a steering committee to oversee an industry-wide interest rate benchmark transition from the SOR to the Singapore Overnight Rate Average. The Association of Banks in Singapore has also proposed to discontinue certain tenors for SIBOR, to amend the methodology for determining SIBOR, and to transition from SOR to an alternative interest rate benchmark.

Ongoing industry transitions may cause such benchmark to perform differently than they have done in the past, and may have other consequences which cannot be predicted. 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.

#### *Benchmark Replacement (General)*

In the case where "Benchmark Replacement (General)" is stated to be applicable in the relevant Pricing Supplement, the Conditions provide for certain fallback arrangements if the Issuer or the Calculation Agent determines that a Benchmark Event (General) (as defined in the Conditions) has occurred in relation to the Reference Rates Benchmark when any Rate of Interest (or the relevant component thereof) remains to be determined by the current Reference Rates Benchmark.

Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to (a) a Successor Rate (General) or (b) an Alternative Reference Rate (General) (both as defined in the Conditions), in each case, with or without the application of an adjustment spread and may include amendments to the Conditions that may be appropriate to reflect the adoption of the successor or replacement benchmark in a manner substantially consistent with market practice, or 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) so determines that the adoption of any portion of such market practice is not administratively feasible or that no such market practice exists, the Issuer may specify such changes as is reasonably necessary to give effect to the successor or replacement benchmark. Investors should therefore be aware of the following:

- 5.12.1** The consent of Noteholders will not be required to effect the Successor Rate (General) or Alternative Reference Rate (General) (as applicable), any adjustment spread or any such

amendments to the Conditions as described above and any such changes shall take effect upon notification by the Issuer.

**5.12.2** 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 Rates Benchmark. 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 (General) or Alternative Reference Rate (General), 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 (General) or Alternative Reference Rate (General) (including with the application of an adjustment spread) will still result in any Notes linked to or referencing the current Reference Rates Benchmark performing differently (which may include payment of a lower Rate of Interest) than they would if the current Reference Rates Benchmark were to continue to apply.

**5.12.3** In the event the Issuer does not notify the Calculation Agent, the Issue and Paying Agent and the Noteholders of a Successor Rate (General) or an Alternative Reference Rate (General) and the Notes are not subject to early redemption in accordance with the Conditions, the Rate of Interest applicable to the next succeeding Interest Period shall be subject to determination by the Calculation Agent acting in good faith and in a commercially reasonable manner and as further described in the Conditions. Prospective investors should note that the use of a Rate of Interest determined by the Calculation Agent will result in the Notes performing differently (which may include payment of a lower Rate of Interest) than they would if the current Reference Rates Benchmark were to continue to apply.

*Benchmark Replacement (SOR) and Benchmark Replacement (SORA)*

In the case where “Benchmark Replacement (SOR)” or “Benchmark Replacement (SORA)” is specified as applicable in the relevant Pricing Supplement, the Conditions generally provide for similar fallback arrangements as those where “Benchmark Replacement (General)” applies as described above in the event a Benchmark Event (SOR) or a SORA Index Cessation Event, as applicable, occurs with respect to the relevant Reference Rate. Where “Benchmark Replacement (SOR)” applies, such fallback arrangements include the possibility that the Rate of Interest could be set by reference to Benchmark Replacement Rate (SOR), which comprises a waterfall of specified rates. Accordingly, investors should be aware of the risks as described above with respect to “Benchmark Replacement (General)” as it applies to “Benchmark Replacement (SOR)” or “Benchmark Replacement (SORA)”, as applicable.

*Benchmark Event – Early Redemption*

Where “Benchmark Event – Early Redemption” is specified as applicable in the relevant Pricing Supplement, investors should note that following the occurrence of a Benchmark Event (General), Benchmark Event (SOR) or SORA Index Cessation Event, as applicable, subject to the satisfaction of certain conditions (for example, if the Issuer does not notify the Noteholders of the relevant replacement rate), the Issuer may give notice to the Noteholders and redeem all, but not some only, of the Notes then outstanding. If the Notes are redeemed early, investors may not be able to obtain the expected return and may not be able to re-invest the proceeds at equally favourable terms.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by any international reforms in making any investment decision with respect to any Notes linked to or referencing a benchmark.



### 5.13 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 as reference rates in the capital markets and their adoption as alternatives to the relevant interbank offered rates. SONIA, SOFR and SORA are recently reformed and/or are newly established risk-free rates. Notes referencing these risk free rates (for example, SONIA, SOFR and SORA) rates may be issued under the Programme.

On 29 November 2017, the Bank of England and the United Kingdom Financial Conduct Authority announced that the Bank of England's Working Group on Sterling Risk-Free Rates had been mandated with implementing a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") over the following four years across sterling bond, loan and derivatives markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

The Secured Overnight Financing Rate ("**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. The Federal Reserve notes on its publication page for SOFR that the Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. The Federal Reserve Bank of New York has no obligation to consider the interests of holders of the Notes in calculating, adjusting, converting, revising or discontinuing SOFR.

SOFR is a new rate. Publication of SOFR began on 3 April 2018 and it therefore has a very limited history. In addition, the future performance of SOFR cannot be predicted based on its historical performance. The level of SOFR over the term of the Notes may bear little or no relation to the historical level of SOFR or any other index. Prior observed patterns, if any, in the behaviour of market variables, such as correlations, may change in the future. While some pre-publication hypothetical performance data has been published by the Federal Reserve, such data inherently involves assumptions, estimates and approximations. Furthermore, since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in comparable benchmark or market rates. As a result, the return on and value of Notes linked to SOFR may fluctuate more than floating rate debt securities that are linked to less volatile rates. The future performance of SOFR is impossible to predict and therefore no future performance of SOFR or the Notes may be inferred from any of the hypothetical or actual historical performance data. Hypothetical or actual historical performance data are not indicative of, and have no bearing on, the potential performance of SOFR or the Notes.

Similarly, on 30 August 2019, the MAS announced the establishment of the Steering Committee for SOR Transition to SORA ("**SC-STs**") to oversee an industry-wide benchmark transition from the Singapore dollar Swap Offer Rate ("**SOR**") to the Singapore Overnight Rate Average ("**SORA**"). In addition, The Association of Banks in Singapore and the Singapore Foreign Exchange Market Committee released a consultation report "Roadmap for Transition of Interest Rate Benchmarks: From SOR to SORA" (the "**Consultation**") identifying SORA as the alternative interest rate benchmark to SOR, envisaging a phased transition over two years. On 19 March 2020, SC-STs released its "Response to Feedback Received on Proposed Roadmap for Transition from SOR to SORA", which sets out its response to feedback received on the Consultation. Overall, SC-STs noted that there was broad support for the proposed transition roadmap and approach set out in the Consultation, and also outlined its key priorities and updated transition roadmap to achieve a smooth transition from SOR to SORA as the new interest rate benchmark for the SGD cash and derivatives markets. On 27 October 2020, SC-STs further announced industry timelines to support a coordinated shift away from the use of SOR in financial products and accelerate usage of SORA.

Meanwhile, market participants and relevant working groups are also exploring other alternative reference rates based on risk free rates, examples of which include term SOFR reference rates, term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term) and term SORA reference rates (which are intended to be forward-looking benchmarks based on SORA).

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 method 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, SOFR or SORA) is used as the relevant reference rate, interest will be calculated on the basis of compounded risk-free rate which is calculated using the specific formula set out in the 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 in respect of 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 (including, SONIA, SOFR and SORA) that differs significantly from that set out in the Conditions and used in relation to any that 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 the same risk free rate issued by it under the Programme. If the market adopts a different calculation method, that could adversely affect the market value of the Notes issued under the Programme. The nascent development of compounded risk-free rate (including SONIA, SOFR and SORA) as an interest reference rate, as well as continued development of SONIA- SOFR- and SORA-based rates for such market and the market infrastructure for adopting such rates, could also result in reduced liquidity or increased volatility or could otherwise affect the market price of any such Notes issued under the Programme which references any risk free rate from time to time.

Furthermore, the basis of deriving certain risk free rates (including SONIA, SOFR and SORA) may mean that interest on Notes which reference any such risk free rate would only be capable of being determined after the end of the relevant interest observation period and 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, 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 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.

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

If a call option is specified in the relevant Pricing Supplement as being applicable and exercisable by the Issuer, the Notes will be subject to optional redemption by the Issuer. Such an optional redemption feature is likely to limit the market value of Notes. 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 lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

#### **5.15 Notes subject to partial redemption by the Issuer**

If a call option is specified in the relevant Pricing Supplement as being applicable and exercisable by the Issuer in part, the relevant Series of Notes may be partially redeemed at the option of the Issuer. If the relevant Series of Notes are in bearer form, the Notes to be redeemed shall be selected by the drawing of lots in such place as the Issue and Paying Agent approves and in such manner as the Issue and Paying Agent considers appropriate. If the relevant Series of Notes are in registered form, the Notes will be redeemed (so far as may be practicable) *pro rata* to their principal amounts. Such a partial redemption feature is likely to limit the market value of those Notes. 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. Further, 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 lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time. A partial

redemption of a Series of Notes may also adversely affect the liquidity of the remaining outstanding Notes of such Series (in the case where some but not all of the Notes are redeemed).

#### **5.16 Physical settlement of Notes**

The applicable Pricing Supplement may provide that the Issuer may, at its election or otherwise as provided in the applicable Pricing Supplement, physically settle its payment obligations under the Notes. When such Notes are physically settled, the Issuer will not pay a Noteholder cash in discharge of its payment obligations, whether in respect of principal, interest or otherwise, under the Notes, but will deliver to the Noteholder the Underlying Physical Assets, which may, for example, be shares (or any other form of equity securities) or bonds (or any other form of debt securities) specified in the applicable Pricing Supplement.

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

In addition, where physical settlement is provided for in the applicable Pricing Supplement, the terms and conditions of the relevant Notes may further provide that if the Issuer determines that physical delivery of any Underlying Physical Asset would be a breach of any applicable securities or other relevant laws, the Issuer will redeem the Notes by way of cash settlement, by payment of the market value of the Underlying Physical Assets, which may be less or substantially less than the principal amounts of such Notes.

#### **5.17 Notes issued at a substantial discount or premium**

The market values of securities which are issued at a substantial discount or premium to their nominal 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.

#### **5.18 Notes where denominations involve integral multiples**

In the case of 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 Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a Noteholder who, as a result of trading such amounts, holds a nominal amount of less than the minimum Specified Denomination will not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase additional amounts such that it holds an amount equal to one or more Specified Denominations.

If Definitive 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.

#### **5.19 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 on a Partly-Paid Note could result in an investor losing all of its investment.

## 5.20 Risks Related to RMB-denominated Notes

Notes denominated in RMB (“**RMB Notes**”) may be issued under the Programme. RMB Notes contain particular risks for potential investors.

### 5.20.1 Renminbi is not freely convertible; there are significant restrictions on remittance of Renminbi into or out of the PRC

Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies, including the U.S. dollar, despite the significant reduction over the years by the PRC government of control over routine foreign exchange transactions under current accounts. Participating banks in Hong Kong have been permitted to engage in the settlement of RMB trade transactions under a pilot scheme introduced in July 2009. This represents a current account activity. The pilot scheme was extended in August 2011 to cover the whole nation and to make RMB trade and other current account item settlement available in all countries worldwide. Currently, participating banks in offshore Renminbi settlement centres (including, but not limited to, Singapore, Hong Kong, Macau, Taiwan, Paris, Luxembourg, Doha, Sydney, Toronto, Kuala Lumpur, Bangkok, Seoul, London, Frankfurt, Santiago, Budapest, Johannesburg, Buenos Aires and Lusaka, together the “**RMB Settlement Centres**”) have been permitted to engage in the settlement of Renminbi trade transactions.

On 7 April 2011, the State Administration of Foreign Exchange (the “**SAFE**”) promulgated the *Circular on Issues Concerning the Capital Account Items in connection with Cross-Border Renminbi* (the “**SAFE Circular**”), which became effective on 1 May 2011. According to the SAFE Circular, in the event that foreign investors intend to use cross-border Renminbi (including offshore Renminbi and onshore Renminbi held in the accounts of non-PRC residents) to make contributions to an onshore enterprise or make payment for the transfer of equity interest of an onshore enterprise by a PRC resident, such onshore enterprise shall be required to submit the relevant prior written consent from the MOFCOM to the relevant local branches of SAFE of such onshore enterprise and register for a foreign invested enterprise status. Further, the SAFE Circular clarifies that the foreign debts borrowed, and the external guarantee provided, by an onshore entity (including a financial institution) in RMB shall, in principle, be regulated under the current PRC foreign debt and external guarantee regime.

On 13 October 2011, the People’s Bank of China (the “**PBOC**”) issued the Measures on Administration of the RMB Settlement in relation to Foreign Direct Investment (the “**PBOC RMB FDI Measures**”), to commence the PBOC’s detailed RMB foreign direct investments (“**RMB FDI**”) administration system, which covers almost all aspects of RMB FDI, including capital injection, payment of purchase price in the acquisition of PRC domestic enterprises, repatriation of dividends and distribution, as well as RMB denominated cross-border loans. Under the PBOC RMB FDI Measures, special approval for RMB FDI and shareholder loans from the PBOC which was previously required is no longer necessary. In some cases, however, post-event filing with the PBOC is still necessary.

On 3 December 2013, MOFCOM promulgated the *Circular on Issues in relation to Cross-border Renminbi Foreign Direct Investment* (the “**MOFCOM Circular**”), which became effective on 1 January 2014, to further facilitate RMB FDI by simplifying and streamlining the applicable regulatory framework. Pursuant to the MOFCOM Circular, the appropriate office of MOFCOM and/or its local counterparts will grant written approval for each RMB FDI and specify “Renminbi Foreign Direct Investment” and the amount of capital contribution in the approval. Unlike previous MOFCOM regulations on RMB FDI, the MOFCOM Circular removes the approval requirement for foreign investors who intend to change the currency

of its existing capital contribution from a foreign currency to Renminbi. In addition, the MOFCOM Circular also clearly prohibits RMB FDI funds from being used for any investment in securities and financial derivatives (except for investment in the PRC listed companies as strategic investors) or for entrustment loans in the PRC.

On 13 February 2015, the SAFE promulgated the *Notice on Further Simplifying and Improving Foreign Exchange Administration Policy of Direct Investment* (the “**2015 SAFE Notice**”), which became effective on and from 1 June 2015. Under the 2015 SAFE Notice, SAFE delegates the authority of approval/registration for direct investment (inbound and outbound) related matters to commercial banks. However, this 2015 SAFE Notice only applies to direct investment activities in foreign currency, and whether and how it would affect the Renminbi direct investment regime is currently unknown.

On 26 January 2017, the SAFE issued the *Notice on Further Promoting Foreign Exchange Management Reform by Improving Real Compliance Audit* (the “**2017 SAFE Notice**”) which seeks to further regulate the foreign exchange management in relation to trading. Domestic institutions should handle their currency conversion trade finance businesses and process export earnings timely in accordance with the principle of “who exports, who receives payment, who imports and who makes payment”. The 2017 SAFE Notice is also part of the PRC foreign debt, outbound loan and cross-border security regimes applicable to foreign currencies. For instance, the 2017 SAFE Notice states that in order for a domestic institution to carry out cross-border lending, the aggregate of the balance of domestic currency loans and foreign currency denominated loans shall not exceed 30 per cent. of the owner’s equity as set out in the previous years’ audited financial statements. However, there remain potential inconsistencies between these provisions and the existing PBOC rules, and it is currently unclear as to how regulators may address such inconsistencies in practice.

Subject to obtaining all necessary approvals from and registration with the relevant PRC government authorities, the Issuer may decide to remit the proceeds into China in Renminbi. However, there is no assurance that the necessary approvals from and registration with the relevant PRC government authorities will be obtained on a timely basis, or at all or, if obtained, they will not be revoked or amended in the future.

As some of the above measures and circulars are new regulations, they will be subject to interpretation and application by the relevant PRC authorities.

Although, since 1 October 2016, RMB has been included in the basket of currencies that make up the Special Drawing Rights (SDR) created by the International Monetary Fund (IMF), there is no assurance that the PRC government will continue to gradually liberalise the control over cross-border RMB remittances in the future, that the pilot scheme introduced in July 2009 will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that the Issuer is not able to repatriate funds outside the PRC in Renminbi, the Issuer will need to source Renminbi offshore to finance their respective obligations under Renminbi Notes, and their ability to do so will be subject to the overall availability of Renminbi outside the PRC.

#### **5.20.2 There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of RMB Notes and the Issuer’s ability to source Renminbi outside the PRC to service such RMB Notes**

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. Since February 2004, in accordance with arrangements between the PRC central government and the Hong Kong government,

licensed banks in Hong Kong may offer limited Renminbi-denominated banking services to Hong Kong residents and specified business customers. The PBOC has also established a Renminbi clearing and settlement system for participating banks in Hong Kong. On 19 July 2010, further amendments were made to the Settlement Agreement on the Clearing of RMB Business (the “**Settlement Agreement**”) between the PBOC and Bank of China (Hong Kong) Limited (the “**RMB Clearing Bank**”) to further expand the scope of RMB business for participating banks in Hong Kong. Pursuant to the revised arrangements, all corporations are allowed to open RMB accounts in Hong Kong; there is no longer any limit on the ability of corporations to convert RMB; and there will no longer be any restriction on the transfer of RMB funds between different accounts in Hong Kong. In addition, the PBOC has now established Renminbi clearing and settlement systems with financial institutions in other major global financial centres (each also a “**RMB Clearing Bank**”), including, but not limited to, London, Frankfurt and Singapore to further internationalise the Renminbi.

There are restrictions imposed by PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The RMB Clearing Banks only have access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from the offshore market to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Agreement or any other settlement arrangement will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the Issuer’s RMB Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service its RMB Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all.

### **5.20.3 Investment in RMB Notes is subject to exchange rate risks**

The value of the Renminbi against the U.S. dollar and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and by many other factors. All payments of interest and principal will be made with respect to the RMB Notes in Renminbi (unless otherwise specified in the applicable Pricing Supplement). If an investor measures its investment returns by reference to a currency other than Renminbi, an investment in the Renminbi Notes entails foreign exchange related risks, including possible significant changes in the value of Renminbi relative to the currency by reference to which an investor measures its investment returns. Depreciation of the Renminbi against such currency could cause a decrease in the effective yield of the Renminbi Notes below their stated coupon rates and could result in a loss when the return on the Renminbi Notes is translated into such currency. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in Renminbi Notes.

### **5.20.4 Payments for the RMB Notes will only be made to investors in the manner specified in the RMB Notes**

All payments to investors in respect of the RMB Notes will be made solely (i) for so long as the RMB Notes are represented by a Global Note or a Global Note Certificate held with the common depository, as the case may be, for Clearstream, Luxembourg and Euroclear Bank or any alternative clearing system by transfer to a Renminbi bank account maintained in Hong Kong, or CDP by transfer to a Renminbi bank account maintained in Singapore, or (ii) for so long as the Notes are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong or in Singapore in accordance with the prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

## **6 Additional Risks Relating to one or more particular type of Notes**

### **6.1 Floating Rate Notes**

The amounts payable in respect of principal and/or interest, and whether at maturity or otherwise, are calculated by reference to the rates of interest and/or a formula linked to such rates of interest. Movements in the rates of interest may therefore adversely affect the return on such Notes, and may also adversely affect the market value of such Notes prior to, or at, maturity. In addition, in certain circumstances, relevant rates of interest may not be available, either because the rates are not published on the relevant screen page, dealer quotations cannot be obtained, or otherwise. Under such circumstances, the rate of interest applicable to such Notes may be subject to the discretion of the Calculation Agent, acting in good faith and in a commercially reasonable manner.

### **6.2 Fixed/Floating Rate Notes**

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or *vice versa*. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate 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.

### **6.3 Dual Currency Notes**

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 payment of principal or interest may occur in a different currency than expected and accordingly, investors may be exposed to exchange rate risks as discussed in the risk factor "*Exposure to exchange rate risks*" above.

### **6.4 Interest Rate Linked Notes**

Interest Rate Linked Notes may be redeemable by the Issuer by payment of either the par value amount or an amount determined by reference to the value of the underlying reference asset(s) or such other redemption amount as may be specified in the applicable Pricing Supplement. Interest payable on Interest Rate Linked Notes may be calculated by reference to the value of one or more underlying reference asset(s). Accordingly, investors in Interest Rate Linked Notes will be exposed to risks associated with one or more interest rates and investors should take independent professional advice accordingly.

In the case of Interest Rate Linked Notes, the amounts payable in respect of principal and/or interest, and whether at maturity or otherwise, are calculated by reference to: (i) interest rate



benchmarks, (ii) interest rates for a specified currency for a specified term, and/or (iii) any combination of or a formula based on the above. Movements in any of the above may therefore adversely affect the return on such Notes, and may also adversely affect the market value of such Notes prior to, or at, maturity.

## **6.5 Credit Linked Notes**

The Credit Linked Notes have a different risk profile to other unsecured debt securities. The return on the Credit Linked Notes is linked to the credit risk of one or more Reference Entities and certain obligations of one or more Reference Entities underlying that Series of Credit Linked Notes. Investing in the Credit Linked Notes is not equivalent to investing directly in shares, bonds or loans of any Reference Entity or in any obligation of any Reference Entity, nor is it equivalent to taking an exposure or hedging using over-the-counter derivatives.

Prospective investors should note that the Credit Linked Notes differ from ordinary debt securities issued by the Issuer in that (a) the amounts of principal and/or interest payable are dependent on whether a Credit Event has occurred with respect to a relevant Reference Entity and, if so, on the value of certain specified assets of the Reference Entity and (b) if such events have occurred, the Issuer may deliver, on redemption caused by the occurrence of a Credit Event, assets which are obligations of (or obligations guaranteed by) such Reference Entity/Entities in lieu of any cash payment under the Credit Linked Notes.

The Credit Linked Notes may redeem below par and investors may receive no or a limited amount of interest. The redemption amount or amount of assets delivered may vary considerably due to market conditions and may in certain circumstances (for example following a default of a Reference Entity) be likely to be valued at a considerable discount to their par value or even zero and investors may therefore lose all or a substantial portion of their investment. The redemption amount is further reduced by the costs incurred by the Issuer on unwinding the transactions entered into by the Issuer for the purpose of hedging its exposure under the Credit Linked Notes. Investors in the Credit Linked Notes should be aware that payment of the redemption amount or delivery of assets may occur at a different time than expected and that they may lose all or a substantial portion of their investment. In particular, prospective investors should be aware that Notes to which “Credit Payment on Maturity” applies will only pay the relevant redemption amount of such Note on the Scheduled Maturity Date even though the Credit Event which leads to the calculation of the redemption amount occurs some time prior to the Scheduled Maturity Date. In certain circumstances, the Credit Linked Notes may redeem at zero. If “Credit Payment on Maturity” applies, the occurrence of a Credit Event will not result in the early termination of the Credit Linked Notes. Investors are therefore exposed to the risk that, following the occurrence of a Credit Event, they will not receive any payments of interest or principal from either the Interest Payment Date prior to the Event Determination Date, if “No Accrual of Interest upon Credit Event” applies, or the Event Determination Date, if “Partial Accrual of Interest upon Credit Event” applies, up to the Scheduled Maturity Date.

The market price of Credit Linked Notes may be volatile and will be affected by, amongst other things, the time remaining to the maturity date, prevailing credit spreads and the creditworthiness of the relevant Reference Entity or Entities which in turn may be affected by the economic, financial and political events in one or more jurisdictions. See also “Buy Back Arrangements”.

The primary credit risk of the Credit Linked Notes is that of the Reference Entity or Entities identified in the relevant Pricing Supplement. The occurrence of a Credit Event in relation to a relevant Reference Entity will directly and materially affect the return and/or value of an investor’s investment in the Credit Linked Notes. The likelihood of a Credit Event occurring in respect of a relevant Reference Entity will generally fluctuate with, among other things, the financial condition and other characteristics of such Reference Entity, general economic conditions, the conditions of certain financial markets, political events, developments or trends in any particular industry and changes in

prevailing interest rates. Prospective investors should review each Reference Entity and conduct their own investigation and analysis with respect to the credit risk of each Reference Entity and the likelihood of a Credit Event with respect to such Reference Entity.

#### **6.5.1 Risks related to the structure of a particular issue of the Credit Linked Notes**

A number of the Credit Linked Notes may have features which contain particular risks for investors. Set out below is a description of the most common such features:

(i) *Risk of Loss of Interest*

Save as otherwise provided in the relevant Pricing Supplement, if a Credit Event occurs, interest will cease to accrue on any interest bearing Credit Linked Notes (or, in the case of Linear Basket Notes, a portion thereof equal to the Reference Entity Notional Amount of the Reference Entity in respect of which a Credit Event and Relevant Event Determination Date has occurred) as of the Interest Payment Date (or Interest Commencement Date where no Interest Payment Date has occurred) occurring on or immediately preceding the Relevant Event Determination Date, if “No Accrual of Interest upon Credit Event” applies or the Relevant Event Determination Date, if “Partial Accrual of Interest upon Credit Event” applies.

If “Credit Payment on Maturity” applies to the Notes, then, following the occurrence of a Credit Event, interest will cease to accrue as described above even though Noteholders will not receive any payment of principal until the Scheduled Maturity Date of the Notes. Consequently, where “Credit Payment on Maturity” applies, Noteholders risk losing the payment of interest on the redemption amount which is payable at maturity of the Notes.

(ii) *Risk of Loss of Principal*

Unless “Principal Protected Redemption” applies, investors bear the risk of loss of principal if a Credit Event and a Relevant Event Determination Date occur. The Auction Redemption Amount or the Cash Redemption Amount in respect of a Series of Credit Linked Notes (or, in the case of Linear Basket Notes, a portion thereof equal to the Reference Entity Notional Amount in respect of the Reference Entity in respect of which a Credit Event and a Relevant Event Determination Date has occurred) is likely to be less than the outstanding principal amount of the Notes and may be zero. Similarly, if “Physical Redemption” applies, the market value of the Physical Redemption Assets in respect of a Series of Credit Linked Notes (or, in the case of Linear Basket Notes, a portion thereof equal to the Reference Entity Notional Amount in respect of the Reference Entity in respect of which a Credit Event and a Relevant Event Determination Date has occurred) is likely to be less than the outstanding principal amount of the Notes and may be zero.

In addition, Noteholders should be aware that if “Credit Payment on Maturity” applies to the Notes, payment of the Cash Redemption Amount or Auction Redemption Amount will only be made at maturity of the Notes notwithstanding that the Credit Event leading to the calculation of the Cash Redemption Amount or Auction Redemption Amount occurs before the Scheduled Maturity Date of the Notes and Noteholders will not receive any interim payment of interest or principal in respect of such Note.

The Auction Redemption Amount or Cash Redemption Amount or the value of the Physical Redemption Assets delivered to a Noteholder will reflect the market value of the obligations of the Reference Entity in respect of which a Credit Event occurred

less, unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement, a deduction for Unwind Costs (and, in the case of Credit Linked Notes to which “Physical Redemption” applies, Delivery Expenses).

Unwind Costs may be specified to apply to the Notes. Unwind Costs relate to (i) the fees, charges, losses, expenses and costs (if any), including any loss of bargain or cost of funding, or the gain to the Issuer and/or any Affiliate of the Issuer as a result of unwinding, terminating, liquidating, adjusting, obtaining, replacing, settling or re-establishing any underlying or related hedging arrangements (if any) (including, but not limited, to any funding arrangements, currency, options, swaps, and derivative trades or selling or otherwise realising any instruments of any type whatsoever which the Issuer and/or any Affiliate may hold as part of such hedging arrangements (if any)) in relation to the Notes; and (ii) the fees, charges, expenses and costs (if any) incurred by the Issuer and/or any of its Affiliates in connection with the early redemption of the Notes, including any expenses and costs in connection with the delivery of any Physical Redemption Assets. The Issuer is not under any duty to hedge itself with respect to any Credit Linked Notes, nor is it required to hedge itself in a manner that will result in the lowest unwind costs. Investors should be aware that if Unwind Costs are greater than the outstanding nominal amount of the Credit Linked Notes and the Auction Final Price or Final Price or the market value of the Physical Redemption Assets, as the case may be, the Auction Redemption Amount, Cash Redemption Amount or Physical Redemption Assets will be zero.

Delivery Expenses reflect the costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Physical Redemption Assets.

See also “*Risks relating to the Credit Event Redemption Method*”.

#### **6.5.2 Risks relating to the Conditions applicable to Credit Linked Notes and the Credit Derivatives Determinations Committees**

(i) *Definitions in respect of Credit Linked Notes*

The Conditions of the Credit Linked Notes do not incorporate by reference the definitions and provisions of the 2014 ISDA Credit Derivatives Definitions, as such definitions may be amended by the supplements thereto and there may be differences between the definitions used in Condition 8 (*Credit Linked Notes*) and the Credit Derivatives Definitions. Consequently, investing in Credit Linked Notes is not exactly the same as entering into a credit default swap that incorporates the Credit Derivatives Definitions.

While ISDA has published the Credit Derivatives Definitions in order to facilitate transactions and promote uniformity in the credit derivatives market, the credit derivatives market is expected to continue to evolve and change. Consequently, the Credit Derivatives Definitions and the terms applied to credit derivatives, including Credit Linked Notes, are subject to interpretation and further evolution. Past events have shown that the views of market participants may differ as to how the Credit Derivatives Definitions operate or should operate. As a result of the continued evolution in the market, interpretation of the Credit Linked Notes may differ in the future because of future market standards. Such a result may have a negative impact on the Credit Linked Notes.

There can be no assurances that changes to the terms applicable to credit derivatives generally will be predictable or favourable to the Issuer or Noteholders. The

Calculation Agent may from time to time amend any provisions of Condition 8 (*Credit Linked Notes*) of the Conditions and the relevant Credit Linked Notes to incorporate and/or reflect further or alternative documents published by ISDA or the DC Secretary with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by the Credit Derivatives Determinations Committee which the Calculation Agent and the Bank determine in a commercially reasonable manner are necessary to reflect market practice for credit derivative transactions. Subject to the foregoing, future amendments or supplements to the terms applicable to credit derivatives generally will only apply to Credit Linked Notes that have already been issued if the Issuer and the Noteholders agree to amend the Credit Linked Notes to incorporate such amendments or supplements and other conditions to amending the Credit Linked Notes have been met.

The 2014 ISDA Credit Derivatives Definitions introduce new “Asset Package Delivery” provisions which enable an Asset Package to be the subject of an Auction held to determine the Auction Final Price for a Reference Entity following the occurrence of an Asset Package Credit Event. As at the date of the Conditions applicable to Credit Linked Notes, the Auction Settlement Terms have not been updated to reflect such Asset Package Delivery provisions. The Calculation Agent has discretion to adjust the Auction Final Price for any Asset Package if it determines that the Auction Final Price does not reflect the price for the entire Asset Package and, in doing so, the Calculation Agent may, but is not obliged to, have regard to any Auction Settlement Terms published by ISDA to settle credit derivatives transactions following an Asset Package Credit Event.

(ii) *Credit Derivatives Determinations Committees*

The Credit Derivatives Determinations Committees (each, an “**ISDA DC**”) were established pursuant to the March 2009 Supplements to the 2003 ISDA Credit Derivatives Definitions to make determinations that are relevant to the majority of the credit derivatives market and to promote transparency and consistency. Further information about the ISDA DCs may be found at [www.isda.org/credit](http://www.isda.org/credit).

Whether or not a Credit Event or Succession Date has occurred, and certain decisions relating thereto, may be dependent on determinations made by the ISDA DC. In certain circumstances, determinations made by the Calculation Agent may be overridden by subsequent determinations made by an ISDA DC. If the Issuer delivers a Credit Event Notice or Successor Notice to the Issue and Paying Agent, the Noteholders should be aware that such notice may be superseded by a determination of an ISDA DC.

In making any determination in its capacity as Calculation Agent or as Issuer, the Issuer shall have regard to and, where applicable, be bound by decisions made by an ISDA DC. Additionally, in making any determination, the ISDA DC owes no duty to any investors in the Notes.

Investors, in their capacity as Noteholders, will not have the ability to refer questions to an ISDA DC since the Credit Linked Notes will not constitute an actual credit default swap transaction that incorporates either the 2003 ISDA Credit Derivatives Definitions or the 2014 ISDA Credit Derivatives Definitions. As a result, Noteholders are dependent on market participants in actual credit transactions to refer specific questions to the relevant ISDA DC. Neither the Issuer nor the Calculation Agent, acting

in any capacity, have any duty to the Noteholders to refer, or to desist from referring, specific questions to the relevant ISDA DC.

Noteholders shall have no recourse against the Issuer, the Calculation Agent, any institutions serving on an ISDA DC or the external reviewers in the event of any loss arising directly or indirectly from any action, determination or resolution taken or made by an ISDA DC.

Noteholders should also note that the Issuer and/or its affiliates may be a member of the relevant ISDA DC. No assurance can be given as to how the Issuer and/or its affiliates will vote in connection with any matter to be determined by the ISDA DC and the Issuer and/or its affiliates are not required to vote in a manner which is consistent with the interests of investors in the Credit Linked Notes and they may vote in a manner which is adverse to the interests of investors in the Credit Linked Notes.

The Pricing Supplement set out certain representations relating to the relevant ISDA DC which are deemed to be made by each Noteholder.

(iii) *Exposure to Reference Entities, Obligations, Underlying Obligations, Underlying Obligors, Reference Obligations and Deliverable Obligations*

Unless otherwise provided in the relevant Pricing Supplement, investors in Credit Linked Notes are exposed to the credit risks and other risks associated with each relevant Reference Entity and their Obligations, Underlying Obligations, Underlying Obligors, Reference Obligations, Deliverable Obligations and any relevant jurisdictional risks, in addition to the credit risk of the Issuer.

The Linear Basket Notes are linked to the credit risk of more than one Reference Entity and the likelihood of a Credit Event occurring and the risk of loss of principal or loss of interest on a Linear Basket Note may therefore be greater than for a Single Name Credit Linked Note which is linked to the credit risk of only one Reference Entity. The likelihood of a Credit Event occurring in respect of any of the Reference Entities referenced by a Linear Basket Note will differ for each Reference Entity and prospective investors should conduct their own analysis of the credit risk of each of the multiple Reference Entities for the relevant Linear Basket Note.

(iv) *Synthetic Exposure*

The Credit Linked Notes do not represent a claim against any Reference Entity and, in the event of any loss, investors in Credit Linked Notes will not have recourse under the Credit Linked Notes to any Reference Entity nor shall a Noteholder have any legal, beneficial or other interest whatsoever in any of the Obligations, the Reference Obligations or the Deliverable Obligations relating to a Credit Linked Note (except to the extent that such Deliverable Obligations are delivered to the relevant Noteholder). The Issuer is not obliged to own or hold any Obligation or Reference Obligation, and no inference may be drawn from the Programme, Condition 8 (*Credit Linked Notes*) or any relevant Pricing Supplement that the Issuer holds any such Obligation or Reference Obligation or has any credit exposure to any Reference Entity. Amounts payable under the Credit Linked Notes are not, in any direct or indirect way, limited by, associated with, or linked or calculated by reference to, any loss of bargain, cost of funding or any other actual loss or cost suffered by the Issuer as a result of its holding or not holding any Obligation or Reference Obligation.

Neither the Issuer nor the Calculation Agent has made any investigation of, or makes any representation or warranty, express or implied, as to the existence or financial or

creditworthiness or other condition of any Reference Entity or the Reference Obligation or Obligations or Deliverable Obligations of such Reference Entity or any information provided in respect of such Reference Entity. The Issuer and the Calculation Agent may, at any time, be in possession of information in relation to any Reference Entity (which may or may not be publicly available). None of such persons shall be under any obligation to make any such information available to Noteholders or any other party.

The Issuer and/or the Calculation Agent may have access to information with respect to a Reference Entity that would (or would if available from a Public Source), amongst other things, constitute Publicly Available Information with respect to a Credit Event or otherwise suggest that a Credit Event has occurred or may occur with respect to a Reference Entity. There is no obligation on the Issuer to disclose such information to any Noteholder, nor to respond to any Noteholder's enquiries or requests for information with respect to any such, or similar, event.

(v) *Credit Events*

Prospective investors should note that not all Credit Events have easily ascertainable triggers and disputes can and have arisen as to whether a specific event did or did not constitute a Credit Event. However, under the Credit Linked Notes and subject to any determinations made by an ISDA DC which will be binding on the Issuer and the Calculation Agent, the ISDA DC and/or the Issuer's determination of a Credit Event will, in the absence of manifest error, be conclusive and binding on all persons (including, without limitation, the Noteholders), notwithstanding the disagreement of such persons or other financial institutions, rating agencies or commentators.

Investors should note that a Credit Event occurring prior to the Trade Date may result in a Credit Event being triggered under the Notes as the Notes have a "Credit Event Backstop Date" which is a look-back period of 60 calendar days from the Credit Event Resolution Request Date or the date of the Credit Event Notice. Investors should conduct their own review of any recent developments with respect to each Reference Entity by consulting publicly available information. If a request to convene an ISDA Credit Derivatives Determinations Committee has been delivered prior to the Trade Date to determine whether a Credit Event has occurred with respect to the Reference Entity, details of such request may be found on the ISDA website. If an ISDA Credit Derivatives Determinations Committee has not been convened to determine such matter as of the Trade Date, one may still be convened after the Trade Date in respect of an event which occurs up to 60 days before the date of a request to convene such ISDA Credit Derivatives Determinations Committee.

(vi) *Successors and Substitute Reference Obligations*

Following a Succession Date, one or more Successor Reference Entity(s) will (subject to Condition 8(m)(vi) (*Surviving Reference Entity*) or unless otherwise specified in the relevant Pricing Supplement) be deemed to be a Reference Entity in replacement of (or in addition to, as applicable) the relevant Reference Entity originally specified in the relevant Pricing Supplement. Subject to Condition 8(m)(vi) (*Surviving Reference Entity*), if more than one Successor has been identified, the Credit Linked Notes will be amended without the consent of the Noteholders to reflect that each Successor will be a Reference Entity. Further, upon a Reference Obligation ceasing to exist in the manner specified in the definition thereof, a Substitute Reference Obligation may be selected.

As a result of the circumstances discussed in the preceding paragraph, a Series of Credit Linked Notes may be linked to the credit of one or more Reference Entities and their Obligations and Reference Obligations notwithstanding that such Reference Entities, Obligations and Reference Obligations were not specified in the relevant Pricing Supplement upon issuance of such Series of Credit Linked Notes. Each such Successor that becomes a Reference Entity could also have a different, and worse, credit rating (if any) than the original Reference Entity.

(vii) *Redemption after Scheduled Maturity Date*

Redemption may occur irrespective of whether the Relevant Credit Event is continuing on or after a Relevant Event Determination Date. The Auction Redemption Date or Cash Redemption Date, the Final Delivery Date or the Physical Redemption Date may be later than the Scheduled Maturity Date. In certain circumstances, delivery of Deliverable Obligations contained in the Physical Redemption Assets may be delayed to a date beyond the Physical Redemption Date. If the Calculation Agent determines, in its sole and absolute discretion, that (1) one or more Reference Entities is or may be subject to (a) a Credit Event, (b) if “Grace Period Extension” is specified as being applicable in the relevant Pricing Supplement, a Potential Failure to Pay or, (c) if “Repudiation/Moratorium” is specified as being applicable in the relevant Pricing Supplement, a Potential Repudiation/Moratorium, or (2) in respect of any Applicable DC Credit Event Question made on or prior to the Scheduled Maturity Date, no DC Resolution has been published as of the Scheduled Maturity Date, the Credit Linked Notes then outstanding shall not be redeemed on the Scheduled Maturity Date but shall be redeemed instead on the Extended Maturity Date. If an extension of the Scheduled Maturity Date applies pursuant to and in accordance with Condition 8(c) (*Maturity Date Extension*), the Issuer may deliver a Credit Event Notice or the ISDA DC may make a DC Credit Event Announcement which will trigger settlement of the Credit Linked Notes in accordance with the Auction Redemption Terms, Physical Redemption Terms or Cash Redemption Terms as the case may be after the Scheduled Maturity Date.

(viii) *Issuer Discretion*

Unless, in accordance with Condition 8 (*Credit Linked Notes*), the ISDA DC makes a DC Credit Event Announcement or a DC No Credit Event Announcement and the Issuer is bound by such determination, the decision when and whether to deliver a Credit Event Notice and, if applicable, a Notice of Publicly Available Information (if required to be delivered in order to trigger settlement under the Condition 8 (*Credit Linked Notes*)), is at the sole and absolute discretion of the Issuer. Such notices are effective when delivered to the Issue and Paying Agent. The delivery of or failure to deliver such notices to Noteholders will not affect the effectiveness of such notices.

(ix) *Commissions and Costs*

The original issue price of the Credit Linked Notes may include amounts in respect of certain commissions paid with respect to the distribution of the Credit Linked Notes together with certain costs (borne by the Issuer) of hedging the Credit Linked Notes. The price at which the Issuer may be willing to purchase the Credit Linked Notes in the secondary market, all other factors being equal, is likely to be less than the original issue price, since the original issue price included, and secondary market prices are likely to exclude, those commissions and the projected profit included in such hedging

costs. Any such secondary market prices may differ from values determined by pricing models used by the Issuer.

### 6.5.3 Risks relating to the Credit Event Redemption Method

The Credit Event Redemption Method specified in the relevant Pricing Supplement will affect how the Credit Linked Notes are redeemed. Prospective investors should assess whether the Credit Event Redemption Method is appropriate for them prior to investing in the Credit Linked Notes.

#### (i) *Physical Redemption*

Where “Physical Redemption” applies, subject to the provisions of Condition 8(f) (*Physical Redemption Terms*) (as summarised below in the risk factors headed “Redemption Failure/Alternative Redemption”, “Noteholder Obligations” and “Impossibility and Illegality”), the Issuer will select Deliverable Obligations (the “**Physical Redemption Assets**”) to deliver to the Noteholders. The Issuer will then satisfy its obligations under the Credit Linked Notes by the delivery in respect of each Credit Linked Note of its proportion of such Deliverable Obligations. The Issuer is entitled to select deliverable obligations with the lowest value in the market at the relevant time, provided such obligations satisfy certain specifications and limits for qualification as a Deliverable Obligation. This will operate to reduce the value of the assets delivered to the Noteholder upon redemption.

Unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement:

- (A) if Unwind Costs represent fees, charges, losses, expenses and costs incurred by the Issuer and/or any of its Affiliates, then there will be deducted from the amount of the Physical Redemption Assets such Deliverable Obligations with a market value as determined by the Calculation Agent equal to the sum of any Delivery Expenses and such Unwind Costs and the Delivery by the Issuer of such reduced amount of Deliverable Obligations comprising the Physical Redemption Assets shall be deemed to satisfy and discharge in full the obligation of the Issuer to the Noteholder in respect of the relevant Credit Linked Notes; or
- (B) if Unwind Costs represent a gain to the Issuer and/or any of its Affiliates, the Noteholder may receive, as part of the Physical Redemption Assets to be delivered by the Issuer, a cash amount from the Issuer representing all or part of such Noteholder’s *pro rata* share of such gain in respect of such Unwind Costs.

Some Deliverable Obligations may have no, or only a limited, trading market, or may be subject to restrictions on transfer, either of which may operate to reduce their value. The liquidity of obligations will generally fluctuate with, among other things, the underlying liquidity of the loan and bond markets, general economic conditions, domestic and international political events, developments or trends in a particular industry and the financial condition of the relevant Reference Entity/Entities. The financial markets have experienced periods of volatility and reduced liquidity which may re-occur and reduce the market value of the relevant Deliverable Obligations.

#### (ii) *Asset Package Delivery*

In the event that a Governmental Intervention or certain Restructuring Credit Events, which, in each case, constitute an Asset Package Credit Event, occurs, the obligations



that may be delivered to Noteholders may include the Asset Package received or retained by a Relevant Holder in place of the Prior Deliverable Obligation or Package Observable Bond in connection with such Asset Package Credit Event. Such Asset Package may be comprised of illiquid assets and/or may be worth significantly less than the original Prior Deliverable Obligation or Package Observable Bond prior to such Asset Package Credit Event. The Issuer has an option to pay Noteholders the Asset Package Cash Redemption Amount in lieu of delivering all or part of the Asset Package.

(iii) *Redemption Failure/Alternative Redemption*

In relation to a Credit Linked Note to which “Physical Redemption” applies, if a Redemption Failure Event occurs, the Credit Linked Note may be subject to alternative settlement and may, in certain circumstances, be redeemed without any payment or Delivery by the Issuer. If all or part of the Physical Redemption Assets to be delivered to a Noteholder is not a whole integral number of the smallest unit of transfer for such Physical Redemption Assets as at the relevant time for Delivery, the Issuer may Deliver such whole integral amount of the Physical Redemption Assets and cash settle the fractional shortfall.

If the Auction Redemption Amount or Cash Redemption Amount in respect of such Note cannot be paid when due as a result of a Redemption Failure Event, the Noteholder, after providing a release and indemnity to the satisfaction of the Issuer, may request such payment to be made to an account or person not affected by such Redemption Failure Event, provided that, if such Redemption Failure Event is continuing for 90 calendar days after the Scheduled Maturity Date or other scheduled payment or delivery date (including the Auction Redemption Date, the Cash Redemption Date or a date scheduled to be the Delivery Date), in respect of an amount to be paid by the Issuer, if the Noteholder has not requested such payment to be made to an account or person not affected by such Redemption Failure Event, the Issuer’s obligations in respect of such payment will be discharged and, in respect of an amount to be delivered, if “Fallback Cash Redemption” applies, the Issuer’s obligation shall be satisfied by fallback cash redemption at the market value of the Deliverable Obligations which would otherwise have been delivered determined by the Issuer and, if “Fallback Cash Redemption” does not apply, the Issuer’s obligations in respect of such delivery will be discharged.

(iv) *Noteholder Obligations*

In relation to a Credit Linked Note to which “Physical Redemption” applies, the Issuer’s obligation to Deliver the relevant portion of the Physical Redemption Assets is subject to various conditions, including, without limitation, the obligation of the Noteholder to deliver to the Issuer a Deliverable Obligation Notice within the prescribed time frame. If a Noteholder fails to do so, the obligations of the Issuer to that Noteholder may be discharged either, if “Fallback Cash Redemption” applies, by fallback cash redemption at the market value of the Physical Redemption Assets determined by the Issuer and, if “Fallback Cash Redemption” does not apply, without any payment or Delivery. In any event, no payment or Delivery will be made in respect of a Credit Linked Note to which “Physical Redemption” applies unless the Issuer has received any required instructions, certifications, information and, where applicable, the relevant Credit Linked Note has been delivered and surrendered in accordance with the terms of the Agency Agreement, the Conditions and the terms of any relevant Global Note.

(v) *Impossibility and Illegality*

In relation to a Credit Linked Note to which “Physical Redemption” Terms applies, if, as a result of the application of the provisions of Condition 8(f) (*Physical Redemption Terms*), it is impossible or illegal for the Issuer to Deliver (by reason of an impossibility or illegality, non-receipt of requisite consents of Consent Required Loans or Assignable Loans included in the Physical Redemption Assets, the inclusion in the Physical Redemption Assets of Participations not effected by the Latest Permissible Physical Settlement Date or for any other reason specified in the Condition 8 (*Credit Linked Notes*)), then Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*) relating to partial cash settlement may apply in respect of any undeliverable portion of the Physical Redemption Assets. If such partial cash settlement does not apply, then, in respect of the portion of the Physical Redemption Assets for which it is not possible or legal to take Delivery on the Physical Redemption Date, such Delivery will take place as soon as practicable thereafter in accordance with the provisions of Condition 8 (*Credit Linked Notes*) and in any event on or before the Latest Permissible Physical Settlement Date. The Issuer’s obligations will be deemed to be fully discharged with respect to such Credit Linked Note as at the date on which the relevant portion of the Physical Redemption Assets has been fully Delivered (if any) or otherwise as at the date immediately following the Latest Permissible Physical Settlement Date.

(vi) *Auction Redemption*

If “Auction Redemption” is specified as being applicable in respect of the Credit Linked Notes, then the amounts payable by and/or rights and obligations of the parties under the Credit Linked Notes in respect of the relevant Reference Entity or Reference Obligation will be determined in accordance with the Auction Final Price. This may result in a lower recovery value than a Reference Entity or Reference Obligation would have if such Auction Final Price had not been used.

If “Auction Redemption” is specified as being applicable with respect to the Credit Linked Notes but an ISDA DC does not decide to conduct an Auction with respect to obligations of the relevant Reference Entity satisfying the relevant characteristics as set out in the relevant Pricing Supplement, then the Fallback Redemption Method shall apply. In such circumstances, either, if “Cash Redemption” is the Fallback Redemption Method or if no Fallback Redemption Method is specified in the applicable Pricing Supplement, the Final Price will be determined pursuant to the Valuation Method or, if “Physical Redemption” is the Fallback Redemption Method, the Issuer will Deliver to Noteholders the Physical Redemption Assets.

Noteholders should note that they will not be able to deliver a Customer Physical Settlement Request (as defined in the Credit Derivatives Auction Settlement Terms) to the Issuer in respect of their holding of Credit Linked Notes.

In the event of a Governmental Intervention Credit Event or certain Restructuring Credit Events which constitute an Asset Package Credit Event, the Auction Final Price may be determined by reference to the value of the Asset Package received or retained by a Relevant Holder in place of the Prior Deliverable Obligation or Package Observable Bond in connection with such Asset Package Credit Event. Such Asset Package may be worth significantly less than the original Package Observable Bond prior to such Asset Package Credit Event and may result in a significantly lower Auction Redemption Amount being paid out to Noteholders than would have been the

case following the relevant Credit Event had the Auction Final Price been determined only by reference to Deliverable Obligations.

(vii) *Cash Redemption*

If “Cash Redemption” is specified as being applicable in the relevant Pricing Supplement with respect to the Credit Linked Notes or “Cash Redemption” is the Fallback Redemption Method, then the Calculation Agent will value the Reference Obligation or any other obligation of the Reference Entity fulfilling certain criteria including the Deliverable Obligation Category and Deliverable Obligation Characteristics by asking for quotations from Quotation Dealers. The date, time and method of such auction, and the selection of the Reference Obligation, will impact the Final Price. Investors should also be aware of the possibility that such obligations may no longer exist and no qualifying substitute obligations may have been identified, such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the Reference Entity (for example, liquidity constraints affecting market dealers). Moreover, the market value of a Reference Entity’s obligations may be highly volatile in the period following a Credit Event. Accordingly, any quotations so obtained may differ significantly from the value of the relevant obligation. Quotations may be deemed to be zero in the event that no such quotations are available.

The Quotation Dealers selected by the Calculation Agent must be financial institutions, funds or other entities that purchase or deal in obligations similar to the Reference Obligation and may include the Issuer or any guarantor; however, the Quotation Dealers have no duty towards any Noteholder and may not be aware that the purpose of the auction is to determine a Final Price for purposes of the Credit Linked Notes or any other Credit Linked Notes.

Investors should note that the Final Price determined pursuant to a dealer poll may be significantly different to the Auction Final Price.

In the event of a Governmental Intervention Credit Event or certain Restructuring Credit Events which constitute an Asset Package Credit Event, the Final Price may be determined by reference to the value of the Asset Package received or retained by a Relevant Holder in place of the Prior Deliverable Obligation or Package Observable Bond which would otherwise have been valued in order to determine the Final Price. Such Asset Package may be worth significantly less than the original Prior Deliverable Obligation or Package Observable Bond prior to such Asset Package Credit Event and may result in a significantly lower Cash Redemption Amount being paid out to Noteholders than would have been the case following the relevant Credit Event had the Final Price been determined only by reference to Deliverable Obligations.

(viii) *Credit Payment on Maturity*

If “Credit Payment on Maturity” applies, the occurrence of a Credit Event will not result in the early redemption of the Credit Linked Notes. Investors are therefore exposed to the risk that, following the occurrence of a Credit Event, they will not receive any interest payments under the Notes from the Interest Payment Date prior to the Event Determination Date (or the Event Determination Date if “Credit Event Accrual Interest” applies) up to the Maturity Date, and the Cash Redemption Amount or Auction Redemption Amount, as applicable, will only be payable on maturity of the Notes.

#### 6.5.4 Other risk factors

(i) *Hedging*

In the ordinary course of their business, including, without limitation, in connection with their market-making activities, the Issuer, the Quotation Dealers and/or any Agent (as defined in the Agency Agreement) or any Affiliate of any of them (each such entity, a “**Programme Party**”) may effect transactions for their own account or for the account of their customers and hold long or short positions in any applicable Reference Obligation or related derivatives. In addition, in connection with the offering of the Credit Linked Notes, the Issuer and/or any other Programme Party may enter into one or more hedging transactions with respect to any applicable Reference Obligation or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any other Programme Party, the Issuer and/or any other Programme Party may enter into transactions with respect to any applicable Reference Obligation or related derivatives which may affect the market price, liquidity or value of the Credit Linked Notes and which could be deemed to be adverse to the interests of the relevant Noteholders. The Issuer and/or any other Programme Party may pursue such hedging or related derivatives actions and take such steps as they deem necessary or appropriate to protect their interests without regard to the consequences for any Noteholder.

(ii) *Calculation Agent*

In selecting any Deliverable Obligations or in making any other selection in accordance with the Condition 8 (*Credit Linked Notes*), the Calculation Agent is not under any obligation to the Noteholders or any other person and, provided that such selection meets the criteria specified, the relevant Calculation Agent will not be liable (in any capacity whatsoever) to account to the Noteholders or any other person for any profit or other benefit to it which may result directly or indirectly from any such selection.

(iii) *Restructuring*

If Restructuring is specified as a Credit Event in the applicable Pricing Supplement, in addition to being exposed to the risk of other specified Credit Events, the investors will be exposed to the risk that certain obligations of the Reference Entity/Entities are subject to a restructuring in accordance with their terms.

If a Restructuring Credit Event in respect of which either “Mod R” or “Mod Mod R” is specified as applicable in the applicable Pricing Supplement (a “**M(M)R Restructuring**”) occurs with respect to a Reference Entity, then (unless otherwise specified) the Issuer may deliver multiple Credit Event Notices with respect to the Reference Entity to which the Credit Event applies, each such Credit Event Notice setting forth the amount of the aggregate nominal amount of the Notes to which the Credit Event Notice relates (the “**Exercise Amount**”).

Where a Credit Event Notice is delivered with an Exercise Amount that is less than the aggregate nominal amount of Notes outstanding of the Reference Entity Notional Amount outstanding in respect of the relevant Reference Entity, the terms of the Notes relating to the consequences of such Credit Event shall be deemed to apply to a principal amount of the Notes equal to the Exercise Amount only. In respect of Notes for which “Credit Payment on Maturity” does not apply, the Notes will be redeemed pro rata in an amount equal to the Exercise Amount only, with the balance of the principal amount of the Notes remaining outstanding. In respect of Notes for which

“Credit Payment on Maturity” applies, the Notes will be redeemed on their Maturity Date pro rata in an amount equal to the Exercise Amount only, with the balance of the principal amount of the Notes being unaffected.

Following the occurrence of a Restructuring, the relevant Determinations Committee may establish separate maturity buckets (each, a “**Maturity Bucket**”) in connection with the settlement of credit derivative transactions. Each Maturity Bucket will relate to transactions with a separate maturity period ending a specified number of years following the Restructuring Date. The relevant Determinations Committee will determine, with respect to each Maturity Bucket, whether an Auction will be held to settle transactions assigned to such Maturity Bucket. Prospective investors should note, therefore, that separate Auctions may be held in respect of each Maturity Bucket. In these circumstances, the terms of the Notes for which Auction Settlement is specified as the Credit Event Redemption Method provide that the Calculation Agent will determine which Auction is the Applicable Auction with respect to the Notes.

In connection with the foregoing, investors should also be aware that, unless the Movement Option is specified as not being applicable under the applicable Pricing Supplement, in certain circumstances, if following an M(M)R Restructuring a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) or (c)(ii) of the definition of that term, the Bank will have the option to elect in good faith that a Parallel Auction and a set of Parallel Auction Settlement Terms shall be deemed applicable to the Notes, and Auction Settlement in respect of the Credit Event. This option is known as the Movement Option.

For these purposes, the Bank can take into account the terms of the relevant Parallel Auction Settlement Terms, the permissible deliverable obligations thereunder, the Deliverable Obligations under the Notes and any hedging transaction that the Bank has or may enter into in connection with the Notes. If the Bank elects to exercise its Movement Option, such exercise will affect the determination of the Auction Final Price. If the Bank elects not to exercise its Movement Option, the Notes will be redeemed in accordance with the Fallback Redemption Method.

Prospective investors should be aware that the decision of the Bank to exercise or not to exercise such option will be made without reference to the interests of investors in the Notes and that the decision made may result in investors in the Notes recovering less in respect of the Notes than would have been the case had an alternative decision been made.

(iv) *Valuation Factors*

Factors that may influence the value of a Credit Linked Note include, without limitation:

- (a) the actual or perceived creditworthiness and credit ratings of the Reference Entity/Entities;
- (b) the degree of correlation between the creditworthiness of the Reference Entity/Entities and the Issuer;
- (c) expected rates of recovery on obligations of the Reference Entity/Entities;
- (d) actions of a Reference Entity/Entities and its principal creditors;
- (e) the nature of each Reference Entity’s outstanding indebtedness, including its maturity and subordination structure and any guarantees that the Reference Entity has provided to other entities;

- (f) the contractually specified credit-related events with respect to a Reference Entity that may trigger the occurrence of an Event Determination Date;
  - (g) market liquidity which affects the value of the Credit Linked Notes through its effect on bid-ask spreads and the ability of market participants to hedge exposures;
  - (h) the time remaining to the maturity of the Credit Linked Notes; and
  - (i) economic, financial, political and regulatory or judicial events or conditions that affect any Reference Entity or its outstanding obligations, or the market for credit derivative transactions or related financial markets, including credit spreads in the market, market liquidity of credit derivative transactions relative to the liquidity of related cash instruments or related credit derivatives, and liquidity for secondary assignments of credit derivatives generally.
- (v) *Foreign Exchange Rate Risk*

Prospective investors should note that they may be exposed to exchange rate risks if the Reference Obligation and/or other Deliverable Obligations of the Reference Entity are denominated in a currency other than the Specified Currency in respect of the Notes or if the Notes are redeemed by delivery of securities denominated in a currency other than the Specified Currency (such other currency being, the “**Other Currency**”). This is because, in the event that an Event Determination Date occurs, underlying amounts by reference to which the Cash Redemption Amount, Auction Redemption Amount or the Physical Redemption Assets (as applicable) will be determined will be denominated in the Other Currency and any associated foreign exchange costs or losses (as determined by the Calculation Agent) incurred by the Issuer in connection with the redemption of the Notes will form part of the Unwind Costs which will, unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement, be deducted from the Cash Redemption Amount, Auction Redemption Amount or the amount of the Physical Redemption Assets (as applicable).

- (vi) *Sovereign Reference Entity/Entities*

There is no common set of rules or practices that governs the manner in which a sovereign government, faced with deterioration in its fiscal position or the performance of its economy, may attempt to reach resolution with holders of its debt obligations. Due to, among other factors, the role of governments and international organisations as creditors, the ability of a sovereign to enact legislation that may affect holders of its debt obligations, and the role played by other governments, including those of the jurisdictions in which private creditors are located, the development of events is inherently unpredictable. Accordingly, in respect of Sovereign Reference Entity/Entities, the circumstances that may lead to the occurrence of an Event Determination Date is particularly uncertain.

Certain conditions applicable to Credit Linked Notes operate differently in the case of Sovereign Reference Entities. In particular, the obligations that are deliverable following a Restructuring may be determined based on characteristics of the obligation on the date immediately preceding the effective date of the restructuring. Additionally, events such as an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other events that result in any direct or indirect successor(s) may lead to a Succession Date, and the Reference Entity may change,

irrespective of whether any successor assumes the obligations of the predecessor Sovereign Reference Entity.

Under the trading conventions applicable to many credit derivatives transactions with respect to Sovereign Reference Entities, long-tenor obligations may be deliverable following a Restructuring. As a result, it is possible that there will be a wide dispersion in values among Deliverable Obligations, and interest rates and the maturity structure of the Sovereign Reference Entity's deliverable obligations will be an important factor in determining the payment due on redemption upon the occurrence of an Event Determination Date.

## **6.6 Index Linked Notes**

The amounts payable in respect of interest and/or principal are determined by a formula linked to the value of certain underlying index(es). Movements in the value of the underlying index or indices may therefore adversely affect the return on such Notes and may also adversely affect the market value of such Notes prior to maturity or at maturity.

Should an Index Adjustment Event occur, this may affect the value of the underlying index(es) and the Issuer may adjust the terms of the Notes or redeem the Notes at their fair market value. If the Notes are redeemed before the maturity date upon the occurrence of any such event, the Noteholder(s) may receive substantially less than the original amount invested.

If Additional Disruption Events are specified as applicable in the applicable Pricing Supplement, following the occurrence of any Additional Disruption Event (as defined in the Conditions – Index Linked Notes), the Issuer may, in its sole and absolute discretion, (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the other terms of these Conditions and/or the applicable Pricing Supplement to account for the Additional Disruption Event and determine the effective date of that adjustment or (ii) give notice to the Noteholders and redeem all, but not some only, of the Notes at the Early Redemption Amount (Index Linked).

## **6.7 Equity Linked Notes**

The amounts payable in respect of interest and/or principal are determined by a formula linked to the value of certain Underlying Equity(s) (as defined in the Conditions). Movements in the value of the Underlying Equity(s) may therefore adversely affect the return on such Notes and may also adversely affect the market value of such Notes prior to maturity or at maturity. Where provided for in the terms of the applicable Pricing Supplement, the Issuer may deliver the principal in the form of the Underlying Equity(s), and the value of such Underlying Equity(s) received may become worthless and the entire principal may be at risk.

If the Issuer is required to deliver the Underlying Equity(s) at maturity and a Market Disruption Event (as defined in the Conditions) and/or a Settlement Disruption Event (as defined in the Conditions – Equity Linked Notes) has occurred on the applicable date, the Issuer may decide to pay the Noteholder(s) the cash value of the Underlying Equity(s) in lieu of share delivery. In such case, the Noteholder(s) may have realised a loss on the Underlying Equity(s) as the cash value of the Underlying Equity(s) may be less than the original amount invested.

Should a Share Event (as defined in the Conditions) occur in relation to the Underlying Equity(s), this will affect the value of the Underlying Equity(s) and the Issuer may adjust the terms of the Notes or redeem the Notes at their fair market value. If the Issuer redeems the Notes before the maturity date due to the occurrence of any such extraordinary event, the Noteholder(s) may receive substantially less than the original amount invested.

If Additional Disruption Events are specified as applicable in the applicable Pricing Supplement, following the occurrence of any Additional Disruption Event (as defined in the Conditions – Equity Linked Notes), the Issuer may, in its sole and absolute discretion, (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the other terms of these Conditions and/or the applicable Pricing Supplement to account for the Additional Disruption Event and determine the effective date of that adjustment or (ii) give notice to the Noteholders and redeem all, but not some only, of the Notes at the Early Redemption Amount (Equity Linked).

## **6.8 Commodity Linked Notes**

An investment in Commodity Linked Notes entails significant risks in addition to those associated with investments in a conventional debt security.

### **6.8.1 Factors affecting the performance of commodities may adversely affect the value of the Notes; commodity prices may be more volatile than other asset classes**

Trading in commodities is speculative and commodity prices may be extremely volatile. Commodity prices are affected by a variety of factors that are unpredictable including, for example, changes in supply and demand relationships, weather patterns and extreme weather conditions, governmental programmes and policies, national and international political, military, terrorist and economic events, fiscal, monetary and exchange control programmes and changes in interest and exchange rates. Commodity markets are subject to temporary distortions or other disruptions due to various factors, including lack of liquidity, the participation of speculators and government regulation and intervention. These circumstances could also adversely affect prices of the relevant commodity. Therefore, commodity prices may be more volatile than other asset classes, making investments in commodities riskier than other investments.

### **6.8.2 Commodities may reference physical commodities or commodity contracts, and certain commodity contracts may be traded on unregulated or “under regulated” exchanges**

Commodities include both (i) “physical” commodities, which needs to be stored and transported, and which are generally traded at “spot” price and (ii) commodity contracts, which are agreements either to (a) buy or sell a set amount of underlying physical commodity at a pre-determined price and delivery period (which may be referred to as delivery month) or (b) make and receive a cash payment based on changes in the price of the underlying physical commodity.

Commodity contracts may be traded on regulated specialised futures exchanges (such as futures contracts). Commodity contracts may also be traded directly between market participants “over-the-counter” on trading facilities that are subject to lesser degrees of regulation, or, in some cases, no substantive regulation. Accordingly, trading in “over-the-counter” contracts may not be subject to the same provisions of, and the protections afforded to, contracts traded on regulated specialised futures exchanges, and there may therefore be additional risks related to the liquidity and price history of the relevant contracts.

### **6.8.3 Commodity Linked Notes which are linked to a commodity futures contract may provide a different return than Commodity Linked Notes linked to the relevant physical commodity**

The price of a futures contract on a commodity will generally be at a premium or at a discount to the spot price of the underlying commodity. This discrepancy is due to factors such as (i) the need to adjust the spot price due to related expenses (e.g. warehousing, transport and insurance costs) and (ii) different methods being used to evaluate general factors affecting



the spot and futures market. In addition, and depending on the commodity, there can be significant differences in the liquidity of spot and futures markets. Accordingly, Commodity Linked Notes which are linked to commodity futures contract may provide a different return than Commodity Linked Notes linked to the relevant physical commodity.

## **6.9 Fund Linked Notes**

The Issuer may issue Fund Linked Notes where the Final Redemption Amount or interest payable are dependent upon the price or changes in the price of fund share(s) or unit(s) or where, depending on the price or changes in the price of fund share(s) or unit(s), the Issuer has an obligation to deliver specified assets. Accordingly, an investment in Fund Linked Notes may bear similar market risks to a direct fund investment and investors should take independent professional advice accordingly. An investment in Fund Linked Notes will entail significant risks not associated with a conventional debt security.

Fund Linked Notes may be redeemable by the Issuer by payment of the par value amount and/or by the physical delivery of specified amount of one or more fund share(s) or unit(s) and/or by payment of an amount determined by reference to the value of the fund share(s) or unit(s). Interest payable on Fund Linked Notes may be calculated by reference to the price or value of one or more fund share(s) or unit(s). Potential investors in Fund Linked Notes should be aware that, depending on the terms of the Fund Linked Notes, (i) they may receive no or a limited amount of interest, (ii) payments or delivery of any specified assets may occur at a different time than expected and (iii) except in the case of principal protected Notes, they may lose all or a substantial portion of their investment if the price or value of the fund share(s) or unit(s) do not move in the anticipated direction.

In addition, the movements in the price of fund share(s) or unit(s) may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the fund share(s) or unit(s) 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 price or prices of the fund share(s) or unit(s), the greater the effect on yield.

If the Final Redemption Amount or interest payable are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the fund share(s) or unit(s) on the Final Redemption Amount or interest payable will be magnified.

The price of fund share(s) or unit(s) may be affected by the performance of the fund service providers, and in particular the investment adviser.

The market price of Fund Linked Notes may be volatile and may depend on the time remaining to the redemption date or settlement date (as applicable) and the volatility of the price of fund share(s) or unit(s). The price of fund share(s) or unit(s) may be affected by the economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any shares or units in the fund or funds may be traded.

Following the declaration by a Fund of the terms of any Fund Potential Adjustment Event (as defined in the Conditions), the Calculation Agent will, in its sole and absolute discretion, determine whether such Fund Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Fund Interests and, if so, will (i) make the corresponding adjustment, if any, to any of the terms of the Conditions and/or the applicable Pricing Supplement as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting, concentrative or other effect and (ii) determine the effective date of that adjustment.

Following the occurrence of a Fund Event (as defined in the Conditions), the Issuer may (i) require the Calculation Agent to make such determinations and/or adjustments to the Conditions and/or the applicable Pricing Supplement as it determines appropriate to account for the Fund Event (which

may include, without limitation, delaying any determination and any related payment date until it determines that no Fund Event exists, calculating the value of a Fund Interest and/or replacing a Fund Interest with a replacement fund interest (in accordance with the process as further described in Condition 12 (*Fund Linked Notes*))) or (ii) redeem all, but not some only, of the Fund Linked Notes, at the relevant Early Redemption Amount (Fund Linked) with respect to each Note.

The occurrence of any Fund Event (in each case if applicable to the relevant Fund Linked Notes) may have an adverse effect on the value and liquidity of the affected Fund Linked Notes and the amount (if any) received by an investor following any consequential redemption of the Notes may be substantially less than the amount that an investor has invested in the Notes or may have expected to receive had such an event not occurred.

## FORM OF THE NOTES

Each Tranche of Notes will be issued in bearer form (“**Bearer Notes**”) or in registered form (“**Registered Notes**”).

### **Bearer Notes**

Each Tranche of Bearer Notes will initially be in the form of either a temporary global note (the “**Temporary Global Note**”), without interest coupons, or a permanent global note (the “**Permanent Global Note**”), without interest coupons, in each case as specified in the relevant Pricing Supplement. Each Temporary Global Note or, as the case may be, Permanent Global Note (each, a “**Global Note**”) will be deposited on or around the issue date of the relevant Tranche of the Bearer Notes with a depository or a common depository for Euroclear Bank SA/NV as operator of the Euroclear System (“**Euroclear**”) and/or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) and/or The Central Depository (Pte) Limited (“**CDP**”) and/or any other relevant clearing system.

The relevant Pricing Supplement will also specify whether (a) United States, Treasury Regulation §1.163-5(c)(2)(i)(C) (the “**TEFRA C Rules**”) or (b) United States Treasury Regulation §1.163-5(c)(2)(i)(D) (the “**TEFRA D Rules**”) are applicable in relation to the Bearer Notes or (c) if the Bearer Notes do not have a maturity of more than 365 days, that neither the TEFRA C Rules nor the TEFRA D Rules are applicable.

### **Temporary Global Note exchangeable for Permanent Global Note**

If the relevant Pricing Supplement specifies the form of the Bearer Notes as being “Temporary Global Note exchangeable for a Permanent Global Note”, then the Bearer Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for interests in a Permanent Global Note, without interest coupons, not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. No payments will be made under the Temporary Global Note unless exchange for interests in the Permanent Global Note is improperly withheld or refused. In addition, interest payments in respect of the Bearer Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever any interest in the Temporary Global Note is to be exchanged for an interest in a Permanent Global Note, the Bank shall procure (in the case of first exchange) the prompt delivery (free of charge to the bearer) of such Permanent Global Note to the bearer of the Temporary Global Note or (in the case of any subsequent exchange) an increase in the principal amount of the Permanent Global Note in accordance with its terms against:

- (a) presentation and (in the case of final exchange) surrender of the Temporary Global Note at the Specified Office of the Issue and Paying Agent; and
- (b) receipt by the Issue and Paying Agent of a certificate or certificates of non-U.S. beneficial ownership, within seven days of the bearer requesting such exchange.

The principal amount of the Permanent Global Note shall be equal to the aggregate of the principal amounts specified in the certificates of non-U.S. beneficial ownership; provided however, that in no circumstances shall the principal amount of the Permanent Global Note exceed the initial principal amount of the Temporary Global Note.

### **Permanent Global Note exchangeable for Definitive Notes and/or Registered Notes**

If the relevant Pricing Supplement specifies the form of the Bearer Notes as being “Permanent Global Notes exchangeable for Definitive Notes”, then the Bearer Notes will initially be in the form of a Permanent Global Note which will be exchangeable in whole, but not in part, for Notes in definitive form (“**Definitive Notes**”):

- (a) on the expiry of such period of notice as may be specified in the relevant Pricing Supplement; or

- (b) at any time, if so specified in the relevant Pricing Supplement; or
- (c) if the relevant Pricing Supplement specifies “in the limited circumstances described in the Permanent Global Note”, then if (i) Euroclear or Clearstream, Luxembourg or CDP or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business and no alternative clearing system is available or (ii) (in the case of CDP) CDP has notified the Bank that it is unable or unwilling to act as depository for the Notes and to continue performing its duties set out in the Master Depository Agreement dated 2 September 2002 (as amended, supplemented or varied from time to time, the “**Depository Agreement**”) made between CDP and the Bank and no alternative clearing system is available or (iii) any of the circumstances described in Condition 17 (*Events of Default*) occurs.

The Permanent Global Note will also become exchangeable, in whole but not in part and at the option of the Bank, for Definitive Notes if, by reason of any change in the laws of Singapore or the country of tax residence of any branch outside Singapore through which the Bank is issuing the Notes, the Bank is or will be required to make any withholding or deduction from any payment in respect of the Notes which would not be required if the Notes were in definitive form.

Whenever the Permanent Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of the Permanent Global Note at the Specified Office of the Issue and Paying Agent within 30 days of the bearer requesting such exchange.

If the relevant Pricing Supplement specifies the Permanent Global Note as also being exchangeable for Registered Notes, the Permanent Global Note will also be exchangeable for Registered Notes in accordance with the Conditions in addition to any Definitive Notes for which it may be exchangeable.

#### **Temporary Global Note exchangeable for Definitive Notes and/or Registered Notes**

If the relevant Pricing Supplement specifies the form of the Bearer Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA C Rules are applicable or that neither the TEFRA C Rules nor the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole but not in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes.

If the relevant Pricing Supplement specifies the form of the Bearer Notes as being “Temporary Global Note exchangeable for Definitive Notes” and also specifies that the TEFRA D Rules are applicable, then the Notes will initially be in the form of a Temporary Global Note which will be exchangeable, in whole or in part, for Definitive Notes not earlier than 40 days after the issue date of the relevant Tranche of the Notes upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Notes cannot be collected without such certification of non-U.S. beneficial ownership.

Whenever the Temporary Global Note is to be exchanged for Definitive Notes, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note at the Specified Office of the Issue and Paying Agent within 30 days of the bearer requesting such exchange.

If the relevant Pricing Supplement specifies the Temporary Global Note as also being exchangeable for Registered Notes, the Temporary Global Note will be exchangeable for Registered Notes in accordance

with the Conditions in addition to any Permanent Global Note or Definitive Notes for which it may be exchangeable.

### **Registered Notes**

Registered Notes may or may not be cleared through a clearing system.

Where Registered Notes are cleared through a clearing system, each Tranche of Registered Notes will initially be represented upon issue by a registered global note (the "**Registered Global Note**") or a Definitive Note in registered form ("**Registered Definitive Note**"), without interest coupons, as specified in the relevant Pricing Supplement. The Registered Global Note will be evidenced by a Certificate (the "**Global Note Certificate**") and will be deposited on or around the issue date of the relevant Tranche of the Registered Notes with a depository or a common depository for, and registered in the name of a common nominee or any other nominee of, Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system. Registered Definitive Note(s) will be issued and delivered to the address of the relevant purchaser or its custodian in accordance with the delivery instructions notified to the Registrar (as defined below).

Where Registered Notes are not cleared through any clearing system, each Tranche of such Registered Notes will initially be represented by a Registered Global Note. The Registered Global Note will be evidenced by a Global Note Certificate and will be deposited on or around the issue date with, and registered in the name of, United Overseas Bank Limited or its nominee, acting in its capacity as Registrar and Transfer Agent. For so long as any of the Notes is represented by a Registered Global Note and the Registered Global Note is held by United Overseas Bank Limited or its nominee, acting in its capacity as Registrar and Transfer Agent, each person (other than United Overseas Bank Limited) who is for the time being shown in the records of United Overseas Bank Limited as the holder of a particular principal amount of such Notes (in which regard any statement of accounts, certificate or other document issued by United Overseas Bank Limited, acting in its capacity as Registrar and Transfer Agent, as to the principal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be and shall be treated by the Bank and its agents as the holder of such principal amount of Notes for all purposes.

### **Terms and Conditions applicable to the Notes**

The terms and conditions applicable to any Definitive Note will be endorsed on that Note and will consist of the Conditions set out under "*Terms and Conditions of the Notes*" below and the provisions of the relevant Pricing Supplement which supplement, amend and/or replace those Conditions.

The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Summary of Provisions Relating to the Notes while in Global Form" below.

### **Legend concerning United States persons**

In the case of any Tranche of Notes having a maturity of more than 365 days, the Notes in global form, the Notes in definitive form and any Coupons and Talons appertaining thereto will bear a legend to the following effect:

"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 in such legend provide that a United States person who holds a Note, Coupon or Talon will generally not be allowed to deduct any loss realised on the sale, exchange or redemption of such Note, Coupon or Talon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

## TERMS AND CONDITIONS OF THE NOTES

*The following is the text of the terms and conditions which, as supplemented, amended and/or replaced by the relevant Pricing Supplement, will be endorsed on each Note in definitive form issued under the Programme. The terms and conditions applicable to any Note in global form will differ from those terms and conditions which would apply to the Note were it in definitive form to the extent described under "Summary of Provisions Relating to the Notes while in Global Form" below.*

### 1 Introduction

- (a) *Programme:* United Overseas Bank Limited (the "**Bank**" or the "**Issuer**") has established a Structured Notes Programme (formerly, the Debt Issuance Programme) (the "**Programme**") for the issuance of up to U.S.\$5,000,000,000 in aggregate principal amount of notes (the "**Notes**") by the Bank, including through any branch of the Bank outside Singapore as may be specified in the relevant Pricing Supplement (as defined below).
- (b) *Pricing Supplement:* Notes issued under the Programme are issued in series (each, a "**Series**") and each Series may comprise one or more tranches (each, a "**Tranche**") of Notes. Each Tranche is the subject of a pricing supplement (the "**Pricing Supplement**") which supplements these terms and conditions (the "**Conditions**"). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as supplemented, amended and/or replaced by the relevant Pricing Supplement. In the event of any inconsistency between these Conditions and the relevant Pricing Supplement, the relevant Pricing Supplement shall prevail.
- (c) *Agency Agreement:* The Notes are the subject of an issue and paying agency agreement dated 2 September 2002 (as amended and restated by an amended and restated issue and paying agency agreement dated 7 December 2012, by a second amended and restated issue and paying agency agreement dated 14 November 2014 and by a third amended and restated issue and paying agency agreement dated 5 May 2021 and as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") between the Bank, United Overseas Bank Limited in its capacities as issue and paying agent (the "**Issue and Paying Agent**", which expression includes any successor issue and paying agent appointed from time to time in connection with the Notes) and as registrar (the "**Registrar**", which expression includes any successor registrar appointed from time to time in connection with the Notes). The Agency Agreement contains provisions for the appointment of additional paying agents (the "**Paying Agents**", which expression shall include the Issue and Paying Agent and any successor or additional paying agents appointed from time to time in connection with the Notes) and of one or more transfer agents (the "**Transfer Agents**", which expression includes any successor or additional transfer agents appointed from time to time in connection with the Notes).
- (d) *The Notes:* All subsequent references in these Conditions to "**Notes**" are to the Notes which are the subject of the relevant Pricing Supplement. Copies of the relevant Pricing Supplement are available for inspection by Noteholders during normal business hours at the Specified Office of the Issue and Paying Agent or the Registrar, as the case may be, the initial Specified Offices of which are set out below.
- (e) *Summaries:* Certain provisions of these Conditions are summaries of the Agency Agreement and are subject to its detailed provisions. The holders of the Notes (the "**Noteholders**") and the holders of the related interest coupons, if any, (the "**Couponholders**" and the "**Coupons**", respectively) are bound by, and are deemed to have notice of, all the provisions of the Agency Agreement applicable to them. Copies of the Agency Agreement are available for inspection by Noteholders during normal business hours at the Specified Offices of each of the Paying Agents and the Registrar, the initial Specified Offices of which are set out below.

## 2 Interpretation

(a) *Definitions:* In these Conditions the following expressions have the following meanings:

“**Accrual Yield**” has the meaning given in the relevant Pricing Supplement;

“**Additional Business Centre(s)**” means the city or cities specified as such in the relevant Pricing Supplement;

“**Additional Financial Centre(s)**” means the city or cities specified as such in the relevant Pricing Supplement;

“**Affiliate**” means, in relation to any entity (the “**First Entity**”), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity, directly or indirectly, under common control with the First Entity. For these purposes “**control**” means ownership of a majority of the voting power of an entity.

“**Asset Amount**” has the meaning given in the applicable Pricing Supplement;

“**Asset Transfer Notice**” means, unless otherwise specified in the applicable Pricing Supplement, a duly completed asset transfer notice substantially in the form set out in the Agency Agreement;

“**Broken Amount**” has the meaning given in the relevant Pricing Supplement;

“**Business Day**” means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;
- (ii) in relation to any sum payable in Renminbi,
  - (a) if the RMB Notes are held or cleared through CDP, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Singapore are generally open for business and settlement of Renminbi payments in Singapore;
  - (b) if the RMB Notes are held or cleared through Euroclear, Clearstream, Luxembourg and/or any alternative clearing system, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong and a day on which such clearing system is operating; and
  - (c) a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;
- (iii) in relation to any sum payable in a currency other than euro or Renminbi, a day on which commercial banks and foreign exchange markets settle payments generally in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre;

“**Business Day Convention**”, in relation to any particular date, has the meaning given in the relevant Pricing Supplement and, if so specified in the relevant Pricing Supplement, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) “**Following Business Day Convention**” means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) “**Modified Following Business Day Convention**” or “**Modified Business Day Convention**” means that the relevant date shall be postponed to the first following day that

is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;

- (iii) **“Preceding Business Day Convention”** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **“FRN Convention”, “Floating Rate Convention” or “Eurodollar Convention”** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Pricing Supplement as the Specified Period after the calendar month in which the preceding such date occurred *provided however, that*:
  - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
  - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred;
- (v) **“No Adjustment”** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

**“Calculation Agent”** means the Issue and Paying Agent or such other Person specified as such in the relevant Pricing Supplement;

**“Coupon Sheet”** means, in respect of a Note, a coupon sheet relating to the Note;

**“Credit Linked Note”** means a Note in respect of which the Credit Linked Note Provisions are specified as applicable in the applicable Pricing Supplement.

**“Day Count Fraction”** means, in respect of the calculation of an amount for any period of time (the **“Calculation Period”**), such day count fraction as may be specified in these Conditions or the relevant Pricing Supplement and:

- (i) if **“Actual/Actual (ISMA)”** is so specified, means:
  - (A) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
  - (B) where the Calculation Period is longer than one Regular Period, the sum of:
    - (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
    - (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;



- (ii) if “**Actual/Actual**” or “**Actual/Actual (ISDA)**” is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if “**Actual/365 (Fixed)**” is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if “**30/360**” is so specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (vi) if “**30E/360**” or “**Eurobond Basis**” is so specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the date of final maturity is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month);

“**Delivery Expenses**” means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Asset Amount. The Calculation Agent shall determine in good faith, acting in a commercially reasonable manner, the amount of any Delivery Expenses and give notice of such amount to the Noteholders as soon as practicable after its determination in accordance with Condition 23 (*Notices*).

“**Designated Maturity**” means the period of time specified as such in the applicable Pricing Supplement;

“**Disrupted Day**” means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred;

“**Early Redemption Amount**” means, in respect of any Note and unless otherwise specified in the applicable Pricing Supplement, the fair market value of each Note on the relevant day as shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner and, if “Adjustment for Unwind Costs” is specified as applicable in the applicable Pricing Supplement, adjusted to take account fully for any Unwind Costs;

“**Early Redemption Amount (CNY Currency Event)**” means the amount specified as such in the applicable Pricing Supplement and, if “Adjustment for Unwind Costs” is specified as applicable in the applicable Pricing Supplement, adjusted to take account fully for any Unwind Costs;

“**Exchange Business Day**” means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time;

**“Exchange Date”** means the Relevant Banking Day following the day on which the relevant Bearer Note shall have been surrendered for exchange in accordance with Condition 3(d)(iii) (*New Certificate for Registered Notes*);

**“Extraordinary Resolution”** has the meaning given in the Agency Agreement;

**“Final Redemption Amount”** means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

**“Fixed Coupon Amount”** has the meaning given in the relevant Pricing Supplement;

**“Guarantee”** means, in relation to any Indebtedness of any Person, any obligation of another Person to pay such Indebtedness including (without limitation):

- (i) any obligation to purchase such Indebtedness;
- (ii) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services in order to provide funds for the payment of such Indebtedness;
- (iii) any indemnity against the consequences of a default in the payment of such Indebtedness; and
- (iv) any other agreement to be responsible for such Indebtedness;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Indebtedness”** means any indebtedness of any Person for money borrowed or raised including (without limitation) any indebtedness for or in respect of:

- (i) amounts raised by acceptance under any acceptance credit facility;
- (ii) amounts raised under any note purchase facility;
- (iii) the amount of any liability in respect of leases or hire purchase contracts which would, in accordance with applicable law and generally accepted accounting principles, be treated as finance or capital leases;
- (iv) the amount of any liability in respect of any purchase price for assets or services the payment of which is deferred for a period in excess of 60 days; and
- (v) amounts raised under any other transaction (including, without limitation, any forward sale or purchase agreement) having the commercial effect of a borrowing;

**“Interest Amount”** means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

**“Interest Commencement Date”** means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Pricing Supplement;

**“Interest Determination Date”** has the meaning given in the relevant Pricing Supplement;

**“Interest Payment Date”** means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Pricing Supplement and, if a Business Day Convention is specified in the relevant Pricing Supplement:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the

relevant Pricing Supplement as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

**“Interest Period”** means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

**“ISDA Definitions”** means the 2006 ISDA Definitions (as amended and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the relevant Pricing Supplement) as published by the International Swaps and Derivatives Association, Inc.);

**“Issue Date”** has the meaning given in the relevant Pricing Supplement;

**“Margin”** has the meaning given in the relevant Pricing Supplement;

**“Maturity Date”** has the meaning given in the relevant Pricing Supplement;

**“Maximum Redemption Amount”** has the meaning given in the relevant Pricing Supplement;

**“Minimum Redemption Amount”** has the meaning given in the relevant Pricing Supplement;

**“Optional Redemption Amount (Call)”** means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

**“Optional Redemption Amount (Put)”** means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Pricing Supplement;

**“Optional Redemption Date (Call)”** has the meaning given in the relevant Pricing Supplement;

**“Optional Redemption Date (Put)”** has the meaning given in the relevant Pricing Supplement;

**“PRC”** means the People’s Republic of China (for these purposes excluding Taiwan, Hong Kong and the Macau Special Administrative Region of the People’s Republic of China);

**“Participating Member State”** means a Member State of the European Communities which adopts the euro as its lawful currency in accordance with the Treaty;

**“Partly-Paid Note”** means a Note specified as such in the relevant Pricing Supplement;

**“Payment Business Day”** means:

- (i) if the currency of payment is euro, any day which is:
  - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and
  - (B) in the case of payment by transfer to an account, a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is:
  - (A) a day on which banks in the relevant place of presentation are open for presentation and payment of bearer debt securities and for dealings in foreign currencies; and

- (B) in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre;

**“Person”** means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

**“Physical Delivery Note”** means a Note specified as such in the relevant Pricing Supplement;

**“Physical Delivery Amount”** means the number of Underlying Physical Assets plus/minus any amount due to/from the Noteholder in respect of each Note;

**“Principal Financial Centre”** means, in relation to any currency, the principal financial centre for that currency *provided however, that*:

- (i) in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and
- (ii) in relation to Australian dollars, it means either Sydney or Melbourne and, in relation to New Zealand dollars, it means either Wellington or Auckland; in each case as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

**“Put Option Notice”** means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

**“Put Option Receipt”** means a receipt issued by a Paying Agent to a depositing Noteholder upon deposit of a Note with such Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

**“Rate of Interest”** means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in the relevant Pricing Supplement or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Pricing Supplement;

**“Record Date”** means the fifth Relevant Banking Day before the due date for the relevant payment;

**“Redemption Amount”** means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Redemption Amount (CNY Currency Event), the Auction Redemption Amount, the Final Auction Redemption Amount, the Partial Cash Redemption Amount, the Cash Redemption Amount, the Final Cash Redemption Amount, the Physical Redemption Assets, the Substitution Event Redemption Amount, the Early Redemption Amount (Index Linked), the Early Redemption Amount (Equity Linked), the Disruption Cash Settlement Price, the Failure to Deliver Settlement Price, the Early Redemption Amount (Commodity Linked), the Early Redemption Amount (Fund Linked) or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Pricing Supplement and, in relation to Notes redeemable in instalments, to the instalment amounts or, as the case may be, the outstanding aggregate principal amount;

**“Reference Banks”** has the meaning given in the relevant Pricing Supplement or, if none, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate;

**“Reference Price”** has the meaning given in the relevant Pricing Supplement;

**“Reference Rate”** has the meaning given in the relevant Pricing Supplement;

**“Regular Period”** means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **“Regular Date”** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

**“Relevant Banking Day”** means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the Specified Office of the Registrar is located and, in the case only of an exchange of a Bearer Note for a Registered Note where such request for exchange is made to the Issue and Paying Agent, in the place where the specified office of the Issue and Paying Agent is located;

**“Relevant Date”** means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Issue and Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

**“Relevant Financial Centre”** has the meaning given in the relevant Pricing Supplement;

**“Relevant Indebtedness”** means any Indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market);

**“Relevant Screen Page”** means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the relevant Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

**“Relevant Time”** has the meaning given in the relevant Pricing Supplement;

**“Renminbi”**, **“RMB”** and **“CNY”** means the lawful currency of the PRC;

**“Reserved Matter”** means any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to

change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

**“Scheduled Closing Time”** means, in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours;

**“Scheduled Trading Day”** means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions;

**“Scheduled Valuation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date;

**“Security Interest”** means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction;

**“Settlement Disruption Event”** has the meaning given in the relevant Pricing Supplement;

**“SGD SIBOR”** means the rate for deposits in Singapore Dollars for a period of the Designated Maturity, which appears on the page “ABSI” (Association of Banks in Singapore SGD SIBOR – 11am Fixing Rates) in the Bloomberg Professional Service as of approximately 11:00am (Singapore time) on the Interest Determination Date, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the SGD SIBOR. If no such other page, section or part of the Bloomberg Professional Service is available or if no such other information service is available, the SGD SIBOR will be determined in accordance with the fall back provisions provided for in Condition 5(c) (*Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily SORA*), subject to Conditions 5(n) (*Benchmark Replacement (General)*) and/or 14(h) (*Redemption following Benchmark Event*), as applicable.

**“SGD SOR”** means the swap offer rate in Singapore Dollars for a period of the Designated Maturity, which appears on the page “ABSI” (Association of Banks in Singapore SGD Swap Offer – 11am Fixing Rates) in the Bloomberg Professional Service as of approximately 11:00am (London time) on the Interest Determination Date, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the SGD SOR. If no such other page, section or part of the Bloomberg Professional Service is available or if no such other information service is available, the SGD SOR will be determined in accordance with the fall back provisions provided for in Condition 5(c) (*Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily SORA*) subject to Conditions 5(o) (*Benchmark Replacement (SOR)*) and/or 14(h) (*Redemption following Benchmark Event*), as applicable.

**“SGD Swap Rate”** means the fixed rate for interest rate swap in Singapore Dollars for a period of the Designated Maturity, which appears on the Reuters Screen page “PYSGDFIX” (Tullet Prebon Asia SGD IRS Fixing) as of approximately 11:00am (Singapore time), or as specified in the relevant Pricing Supplement. Reference to the Reuters Screen page means the display page so designated in the Reuters service or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying comparable

rates or prices. If no such other page, section or part of the Reuters service is available or if no such other information service is available, the SGD Swap Rate will, notwithstanding Condition 5(c) (*Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily SORA*) and unless otherwise provided in the applicable Pricing Supplement, be determined by the Calculation Agent in its sole and absolute discretion), subject to Conditions 5(n) (*Benchmark Replacement (General)*) and/or 14(h) (*Redemption following Benchmark Event*), as applicable.

“**Singapore Dollar Notes**” means Notes denominated in Singapore Dollars;

“**Specified Currency**” has the meaning given in the relevant Pricing Supplement;

“**Specified Denomination(s)**” has the meaning given in the relevant Pricing Supplement;

“**Specified Office**” has the meaning given in the Agency Agreement;

“**Specified Period**” has the meaning given in the relevant Pricing Supplement;

“**Subsidiary**” means, in relation to any Person (the “**first Person**”) at any particular time, any other Person (the “**second Person**”):

- (i) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (ii) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

“**Talon**” means a talon for further Coupons;

“**TARGET Settlement Day**” means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System is open;

“**Trade Date**” means the date specified as such in the applicable Pricing Supplement.

“**Transfer Date**” means the Relevant Banking Day following the day on which the relevant Registered Note shall have been surrendered for transfer in accordance with Condition 3(d)(iii) (*New Certificate for Registered Notes*);

“**Transfer Notice**” means the notice pursuant to which Underlying Physical Assets are transferred to the Noteholder, the form of which is scheduled to the Agency Agreement;

“**Treaty**” means the Treaty establishing the European Communities, as amended;

“**Underlying Physical Assets**” has the meaning given in the relevant Pricing Supplement; and

“**Unwind Costs**” means, notwithstanding any provisions in these Conditions, with respect to an amount in respect of which “Adjustment for Unwind Costs” is specified to be applicable, whether in these Conditions or the relevant Pricing Supplement (each, a “**Relevant Redemption Amount**”) or, as the case may be, the Physical Redemption Assets:

- (i)
  - (A) the fees, charges, losses, expenses and costs (if any), including any loss of bargain or cost of funding (in which case the Relevant Redemption Amount will be adjusted downward or, as the case may be, the amount of the Physical Redemption Assets will be adjusted downward as provided in the definition of “Physical Redemption Assets” in Condition 8 (*Credit Linked Notes*), to the extent of its pro rata share of such fees, charges, losses, expenses and costs); or

- (B) the gain (in which case the Relevant Redemption Amount will be adjusted upward or, as the case may be, the amount of the Physical Redemption Assets will be adjusted upward as provided in the definition of “Physical Redemption Assets” in Condition 8 (*Credit Linked Notes*), by its pro rata share of such gain),

in each case, to the Issuer and/or any Affiliate of the Issuer as a result of unwinding, terminating, liquidating, adjusting, obtaining, replacing, settling or re-establishing any underlying or related hedging arrangements (if any) (including but not limited to any funding arrangements, currency, options, swaps, and derivative trades or selling or otherwise realising any instruments of any type whatsoever which the Issuer and/or any Affiliate may hold as part of such hedging arrangements (if any)); and

- (ii) the fees, charges, expenses and costs (if any) incurred by the Issuer and/or any of its Affiliates in connection with the early redemption of the Notes, including any expenses and costs in connection with the delivery of any Physical Redemption Assets (in which case the Relevant Redemption Amount will be adjusted downward or, as the case may be, the amount of the Physical Redemption Assets will be adjusted downward as provided in the definition of “Physical Redemption Assets” in Condition 8 (*Credit Linked Notes*), to the extent of its pro rata share of such fees, charges, expenses and costs),

all as calculated by the Calculation Agent in its sole and absolute discretion, provided that the Relevant Redemption Amount shall not be less than zero or, if the amount of the Physical Redemption Assets is less than zero, the amount of the Physical Redemption Assets will be deemed to be zero in accordance with the definition of “Physical Redemption Assets” in Condition 8 (*Credit Linked Notes*). In relation to Credit Linked Notes, and for the purposes of Condition 8 (*Credit Linked Notes*), where such amount represents a cost to the Issuer and/or its Affiliates it shall be expressed as a positive amount and where such amount represents an amount payable to the Issuer and/or its Affiliate(s) it shall be expressed as a negative amount.

“**USD LIBOR**” means the rate for deposits in U.S. dollars for a period of the Designated Maturity, which appears on “BBAM” (British Bankers’ Association Official BBA LIBOR fixings) in the Bloomberg Professional Service as of approximately 11:00am (London time) on the Interest Determination Date, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the USD LIBOR. If no such other page, section or part of the Bloomberg Professional Service is available or if no such other information service is available, the USD LIBOR will be determined in accordance with the fall back provisions provided for in Condition 5(c) (*Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily SORA*), subject to Conditions 5(n) (*Benchmark Replacement (General)*) and/or 14(h) (*Redemption following Benchmark Event*), as applicable.

“**USD Swap Rate**” means the fixed rate for interest rate swap in U.S. dollars for a period of the Designated Maturity, which appears on the page ISDAFIX3 under the 11AM FIX column in the Reuters Service on the Interest Determination Date as of 11:00 a.m., (New York time), or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying comparable rates or prices. If no such other page, section or part of the Reuters Service is available or if no such other information service is available, the USD Swap Rate will, notwithstanding Condition 5(c) (*Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily SORA*), and unless otherwise provided in the



applicable Pricing Supplement, be determined by the Calculation Agent in its sole and absolute discretion, subject to Conditions 5(n) (*Benchmark Replacement (General)*) and/or 14(h) (*Redemption following Benchmark Event*), as applicable.

“**Zero Coupon Note**” means a Note specified as such in the relevant Pricing Supplement.

- (b) *Interpretation:* In these Conditions:
- (i) if the Notes are Zero Coupon Notes, references to Coupons and Couponholders are not applicable;
  - (ii) if Talons are specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, references to Coupons shall be deemed to include references to Talons;
  - (iii) if Talons are not specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, references to Talons are not applicable;
  - (iv) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 16 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
  - (v) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 16 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
  - (vi) references to Notes being “outstanding” shall be construed in accordance with the Agency Agreement; and
  - (vii) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Pricing Supplement, but the relevant Pricing Supplement gives no such meaning or specifies that such expression is “not applicable”, then such expression is not applicable to the Notes.

### 3 Form, Denomination and Title

- (a) *Form of Notes:* Notes are issued in bearer form (“**Bearer Notes**”) or registered form (“**Registered Notes**”), as specified in the relevant Pricing Supplement. Bearer Notes are serially numbered and, if interest-bearing, have attached thereto at the time of initial delivery Coupons and, if specified in the relevant Pricing Supplement, Talons. Bearer Notes, the principal amount of which is repayable by instalments (“**Instalment Notes**”), have attached thereto, at the time of their initial delivery, payment receipts (“**Receipts**”) in respect of the instalments of principal. Registered Notes are not exchangeable for Bearer Notes.
- (b) *Denominations:* Bearer Notes are in the Specified Denomination(s) specified in the relevant Pricing Supplement. In the case of a Series of Bearer Notes with more than one Specified Denomination, Notes of one Specified Denomination will not be exchangeable for Notes of another Specified Denomination. Registered Notes are in the Specified Denomination specified in the relevant Pricing Supplement or integral multiples thereof.
- (c) *Title:* Title to the Bearer Notes and the Coupons will pass by delivery. References herein to the “**holders**” of Bearer Notes or Coupons are to the bearers of such Bearer Notes or Coupons. Title to Registered Notes passes by registration in the register which the Bank shall procure to be kept by the Registrar (the “**Register**”). References herein to the “**holders**” of Registered Notes are to the Persons in whose names such Registered Notes are so registered in the Register. A certificate (each, a “**Certificate**”) shall be issued to each holder in respect of its registered holding. Each

Certificate shall be numbered serially with an identifying number which will be recorded in the Register. The holder of any Bearer Note, Coupon or Registered Note shall (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing on the relevant Note or Certificate, or any notice of any previous theft or loss thereof) and no Person shall be liable for so treating such holder. No person shall have any right to enforce any term or condition of any Note under the Contracts (Rights of Third Parties) Act 1999.

(d) *Transfer of Registered Notes and exchange of Bearer Notes for Registered Notes:*

(i) *Transfer of Registered Notes*

A Registered Note may, upon the terms and subject to the conditions set forth in the Agency Agreement and further subject to the provisions of paragraph (v) below, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the Specified Denomination specified in the relevant Pricing Supplement) upon the surrender of the relevant Certificate, together with the form of transfer endorsed on it duly completed and executed, at the Specified Office of the Registrar. A new Certificate shall be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Certificate in respect of the balance not transferred will be issued to the transferor.

(ii) *Exchange of Bearer Notes*

If so specified in the relevant Pricing Supplement and subject to the provisions of paragraph (v) below, the holder of Bearer Notes may exchange the same for the same aggregate principal amount of Registered Notes upon the terms and subject to the conditions set forth in the Agency Agreement. In order to exchange a Bearer Note for a Registered Note, the holder thereof shall surrender such Bearer Note at the Specified Office outside the United States of the Issue and Paying Agent or the Registrar together with a written request for the exchange. Each Bearer Note so surrendered must be accompanied by all unmatured Receipts and Coupons appertaining thereto other than the Coupon in respect of the next payment of interest falling due after the exchange date where the exchange date would, but for the provisions of paragraph (v) below, occur between the Record Date for such payment of interest and the date on which such payment of interest falls due.

(iii) *New Certificate for Registered Notes*

A Certificate representing each new Registered Note or Notes to be issued upon the transfer of a Registered Note or the exchange of a Bearer Note for a Registered Note will, within five Relevant Banking Days of the transfer date or, as the case may be, the exchange date, be available for collection by each relevant holder at the Specified Office of the Registrar or, at the option of the holder requesting such exchange or transfer be mailed (by uninsured post at the risk of the holder(s) entitled thereto) to such address(es) as may be specified by such holder. For these purposes, a form of transfer or request for exchange received by the Registrar or the Issue and Paying Agent, as the case may be, after the Record Date in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar or the Issue and Paying Agent, as the case may be, until the day following the due date for such payment.

(iv) *Payment of taxes, duty and charges*

The issue of new Registered Notes on transfer or on the exchange of Bearer Notes for Registered Notes will be effected without charge by or on behalf of the Bank, the Issue and Paying Agent or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Bank, the Issue and Paying Agent or the Registrar may

require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

(v) *Fifteen-day period before payment*

No holder may require the transfer of a Registered Note to be registered or a Bearer Note to be exchanged for a Registered Note during the period of 15 days ending on the due date for the payment of any principal or interest in respect of such Note.

- (e) *Status of the Notes*: The Notes constitute direct, unsecured and unsubordinated obligations of the Bank and rank *pari passu* without any preference among themselves and with all other present and future unsecured and unsubordinated obligations of the Bank other than obligations preferred by law.

#### 4 Fixed Rate Note Provisions

- (a) *Application*: This Condition 4 is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable. In respect of Notes that are Credit Linked Notes, the provisions of this Condition 4 are subject to Condition 8 (*Credit Linked Notes*).
- (b) *Accrual of interest*: The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 15 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount or Physical Delivery Amount, as the case may be, is improperly withheld or refused, in which case it will continue to bear interest at the rate determined daily by the Calculation Agent to be the rate for overnight deposits in the relevant Specified Currency in which the payment is due to be made or such other rate as may be specified for this purpose in the applicable Pricing Supplement (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Issue and Paying Agent or the Registrar, as the case may be, has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment). Such interest shall be added annually to the overdue sum and shall itself bear interest accordingly.
- (c) *Fixed Coupon Amount and Broken Amount*: The amount of interest payable in respect of each Specified Denomination of Notes for any Interest Period shall be the relevant Fixed Coupon Amount and, if such Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination. Any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount payable in respect of each Specified Denomination of Notes for any Interest Period shall be the relevant Broken Amount and, if such Notes are in more than one Specified Denomination, shall be the relevant Broken Amount in respect of the relevant Specified Denomination.
- (d) *Calculation of interest amount*: The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the principal amount of such Note, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose, a “**sub-unit**” means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

## 5 Floating Rate Note and Variable Linked Interest Provisions

- (a) *Application*
- (i) This Condition 5, other than Condition 5(h) (*Variable Linked Interest and Physical Delivery Interest*), is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable.
  - (ii) This Condition 5, other than Conditions 5(c) (*Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily SORA*) to 5(g) (*ISDA Determination*), is applicable to the Notes only if the Variable Linked Interest Provisions are specified in the relevant Pricing Supplement as being applicable.
  - (iii) In respect of Notes that are Credit Linked Notes, the provisions of this Condition 5 are subject to Condition 8 (*Credit Linked Notes*).
- (b) *Accrual of interest*: The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 15 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount or Physical Delivery Amount, as the case may be, is improperly withheld or refused, in which case it will continue to bear interest at the rate determined daily by the Calculation Agent to be the rate for overnight deposits in the relevant Specified Currency in which the payment is due to be made or such other rate as may be specified for this purpose in the applicable Pricing Supplement (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Issue and Paying Agent or the Registrar, as the case may be, has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment). Such interest shall be added annually to the overdue sum and shall itself bear interest accordingly.
- (c) *Screen Rate Determination for Floating Rate Notes where the Reference Rate is not specified as being Compounded Daily SONIA, Compounded Daily SOFR or Compounded Daily SORA*: If Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will (subject to Condition 5(n) (*Benchmark Replacement (General)*), Condition 5(o) (*Benchmark Replacement (SOR)*) and Condition 5(p) (*Benchmark Replacement (SORA)*), where applicable) be determined by the Calculation Agent on the following basis:
- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
  - (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
  - (iii) if, in the case of (i) above, such rate does not appear on that page or, in the case of (ii) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
    - (A) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre

interbank market in an amount that is representative for a single transaction in that market at that time; and

- (B) determine the arithmetic mean of such quotations;
- (iv) if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading banks carrying on business in the Principal Financial Centre of the Specified Currency for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined, *provided however*, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

- (d) *Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being Compounded Daily SONIA*

- (i) Where “Screen Rate Determination” is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined and Compounded Daily SONIA is specified in the relevant Pricing Supplement as the Reference Rate (the “**Compounded Daily SONIA Notes**”), the Rate of Interest for each Interest Period will be equal to the relevant SONIA Benchmark, plus or minus (as specified in the relevant Pricing Supplement) the Margin (if any) in accordance with Condition 5(i) (*Maximum or Minimum Rate of Interest*), all as determined by the Calculation Agent.

The “**SONIA Benchmark**” will be determined based on either SONIA Compound with Lookback or SONIA Compound with Observation Period Shift, as follows (subject to Condition 5(d)(ii) below):

- (A) if SONIA Compound with Lookback (“**SONIA Compound with Lookback**”) is specified as applicable in the relevant Pricing Supplement, the SONIA Benchmark for each Interest Period shall be equal to the value of the SONIA rates for each day during the relevant Interest Period, compounded daily, all as calculated by the Calculation Agent on the Interest Determination Date, according to the formula below:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

with the resulting percentage being rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards,

where:

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

“**d<sub>0</sub>**” for any Interest Period, means the number of London Banking Days in the relevant Interest Period;

“i” is a series of whole numbers from one to  $d_0$ , each representing the relevant London Banking Day in chronological order from (and including) the first London Banking Day in the relevant Interest Period;

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

“ $n_i$ ” for any London Banking Day “i” in the relevant Interest Period, means the number of calendar days from (and including) such day “i” up to (but excluding) the following London Banking Day (“i+1”);

“**Lookback Days**” means the number of London Banking Days specified in the applicable Pricing Supplement;

“**SONIA**”, in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average 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, in each case on the London Banking Day immediately following such London Banking Day; and

“**SONIA**<sub>i-pLBD</sub>” for any London Banking Day “i” in the relevant Interest Period, is equal to the SONIA in respect of the London Banking Day falling a number of London Banking Days prior to that day “i” equal to the number of Lookback Days.

- (B) if SONIA Compound Observation Period Shift (“**SONIA Compound Observation Period Shift**”) is specified as applicable in the relevant Pricing Supplement, the SONIA Benchmark for each Interest Period shall be equal to the value of the SONIA rates for each day during the relevant Observation Period, compounded daily, all as calculated by the Calculation Agent on the Interest Determination Date, according to the formula below:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

with the resulting percentage being rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards,

where:

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

“**d<sub>0</sub>**” for any Observation Period, means the number of London Banking Days in the relevant Observation Period;

“i” is a series of whole numbers from one to  $d_0$ , each representing the relevant London Banking Day in chronological order from (and including) the first London Banking Day in the relevant Observation Period;

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

“**ni**” for any London Banking Day “i” in the relevant Observation Period, means the number of calendar days from (and including) such day “i” up to (but excluding) the following London Banking Day (“i+1”);

“**Observation Period**” means, in respect of each Interest Period, the period from (and including) the date falling a number of London Banking Days equal to the Observation Shift Days preceding the first day of such Interest Period to (but excluding) the date falling a number of London Banking Days equal to the Observation Shift Days preceding the Interest Payment Date for such Interest Period (or any date on which the Notes become due and payable);

“**Observation Shift Days**” means the number of London Banking Days specified in the applicable Pricing Supplement;

“**SONIA**”, in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average 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, in each case on the London Banking Day immediately following such London Banking Day; and

“**SONIA<sub>i</sub>**” for any London Banking Day “i” in the relevant Observation Period, is equal to SONIA in respect of that day “i”.

- (ii) If, subject to Condition 5(n) (*Benchmark Replacement (General)*) (as applicable), in respect of that London Banking Day “i-pLBD” or “i”, as applicable, the Calculation Agent determines that the SONIA is not available on the Relevant Screen Page (the “**SONIA Screen Page**”) or has not otherwise been published by the relevant authorised distributors, such SONIA shall be (x) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at close of business on the relevant London Banking Day; plus (y) the mean of the spread of the SONIA to the Bank Rate over the previous five (5) days on which a SONIA 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 (the “**SONIA Replacement Rate**”).

Notwithstanding the paragraph above, and where applicable, without prejudice to Condition 5(n) (*Benchmark Replacement (General)*), in the event the Bank of England publishes guidance as to (x) how the SONIA is to be determined or (y) any rate that is to replace the SONIA, the Calculation Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA Replacement Rate for the purpose of the Notes for so long as the SONIA is not available or has not been published by the authorised distributors.

Notwithstanding any other provision of this Condition 5(d)(ii), if the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 5(n) (*Benchmark Replacement (General)*), where applicable, the Rate of Interest for the relevant Interest Period will be determined by the Calculation Agent acting in good faith and in a commercially reasonable manner.

- (iii) If the relevant Compounded Daily SONIA Notes become due and payable in accordance with Condition 17 (*Events of Default*), 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 Notes became due and payable (with corresponding adjustments

being deemed to be made to the relevant formula) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(e) *Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being Compounded Daily SOFR*

- (i) Where “Screen Rate Determination” is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined and Compounded Daily SOFR is specified in the relevant Pricing Supplement as the Reference Rate (the “**Compounded Daily SOFR Notes**”), the Rate of Interest for each Interest Period will be equal to the relevant SOFR Benchmark, plus or minus (as specified in the relevant Pricing Supplement) the Margin (if any) in accordance with Condition 5(i) (*Maximum or Minimum Rate of Interest*), all as determined by the Calculation Agent.

The “**SOFR Benchmark**” for each Interest Period shall be equal to the value of the SOFR rates for each day during the relevant Interest Period (where SOFR Compound with Lookback (“**SOFR Compound with Lookback**”) is specified in the relevant Pricing Supplement) or the relevant Observation Period (where SOFR Compound with Observation Period Shift (“**SOFR Compound with Observation Shift**”) is specified in the relevant Pricing Supplement), calculated in accordance with one of the formulas referenced below:

- (A) SOFR Compound with Lookback:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SOFR_{i-xUSBD} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards,

where:

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

“**d<sub>0</sub>**” for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Period;

“**i**” means a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant U.S. Government Securities Business Days in chronological order from (and including) the first U.S. Government Securities Business Day in the relevant Interest Period;

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

“**n<sub>i</sub>**” for any U.S. Government Securities Business Day “**i**” in the relevant Interest Period, means 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 (“**i+1**”); and

“**SOFR<sub>i-xUSBD</sub>**” for any U.S. Government Securities Business Day “**i**” in the relevant Interest Period, is equal to the SOFR in respect of the U.S. Government Securities Business Days falling a number of U.S. Government Securities Business Days prior to that day “**i**” equal to the number of Lookback Days.



(B) SOFR Compound with Observation Period Shift:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards,

where:

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

“**d<sub>0</sub>**” for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period;

“**i**” means a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant U.S. Government Securities Business Days in chronological order from (and including) the first U.S. Government Securities Business Day in the relevant Observation Period;

“**n<sub>i</sub>**” for any U.S. Government Securities Business Day “**i**” in the relevant Observation Period, means 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 (“**i+1**”);

“**Observation Period**” means, in respect of each Interest Period, the period from (and including) the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the first date in such Interest Period to (but excluding) the date falling a number of U.S. Government Securities Business Days equal to the number of Observation Shift Days, preceding the Interest Payment Date for such Interest Period (or any date on which the Notes become due and payable);

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

“**SOFR<sub>i</sub>**” for any U.S. Government Securities Business Day “**i**” in the relevant Observation Period, is equal to SOFR in respect of that day “**i**”.

In connection with the SOFR provisions above, the following definitions apply:

“**Bloomberg Screen SOFRRATE Page**” means the Bloomberg screen designated “SOFRRATE” or any successor page or service;

“**NY Federal Reserve**” means the Federal Reserve Bank of New York;

“**NY Federal Reserve’s Website**” means the website of the NY Federal Reserve, currently at [www.newyorkfed.org](http://www.newyorkfed.org), or any successor website of the NY Federal Reserve or the website of any successor administrator of SOFR;

“**Reuters Page USDSOFR=**” means the Reuters page designated “USDSOFR=” or any successor page or service;

“**SIFMA**” means the Securities Industry and Financial Markets Association or any successor thereto;

“**SOFR**” means, with respect to any U.S. Government Securities Business Day, the rate determined by the Calculation Agent in accordance with the following provision:

- (i) the Secured Overnight Financing Rate published at the SOFR Determination Time, as such rate is reported on the Bloomberg Screen SOFRRATE Page, then the Secured Overnight Financing Rate published at the SOFR Determination Time, as such rate is reported on the Reuters Page USDSOFR=, then the Secured Overnight Financing Rate that appears at the SOFR Determination Time on the NY Federal Reserve's Website; or
- (ii) if the rate specified in (i) above does not appear, subject to Condition 5(n) (*Benchmark Replacement (General)*), as applicable, the SOFR published on the NY Federal Reserve's Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the NY Federal Reserve's Website;

**"SOFR Determination Time"** means approximately 3:00 p.m. (New York City time) on the NY Federal Reserve's Website on the immediately following 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.

- (ii) In the event the Rate of Interest cannot be determined in accordance with the foregoing provisions, subject to Condition 5(n) (*Benchmark Replacement (General)*), as applicable, the Calculation Agent shall (acting in good faith and in a commercially reasonable manner) determine the applicable rate.
  - (iii) If the relevant Compounded Daily SOFR Notes become due and payable in accordance with Condition 17 (*Events of Default*), 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 Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant formula) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.
- (f) *Screen Rate Determination for Floating Rate Notes where the Reference Rate is specified as being Compounded Daily SORA*
- (i) Where "Screen Rate Determination" is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined and Compounded Daily SORA is specified in the relevant Pricing Supplement as the Reference Rate (the "**Compounded Daily SORA Notes**"), the Rate of Interest for each Interest Period will be equal to the relevant SORA Benchmark, plus or minus (as specified in the relevant Pricing Supplement) the Margin (if any) in accordance with Condition 5(i) (*Maximum or Minimum Rate of Interest*), all as determined by the Calculation Agent.

The "**SORA Benchmark**" will be determined based on either SORA Lookout, SORA Lookback, SORA Backward Shifted Observation Period or SORA Payment Delay as further described in this Condition 5(f).

- (ii) Where SORA Lockout is specified in the applicable Pricing Supplement:

**"Compounded Daily SORA"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in

accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Rate Cut-off Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

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

"**d<sub>o</sub>**", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"**i**", for the relevant Interest Period, is a series of whole numbers from one to **d<sub>o</sub>**, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to, but excluding, the last Singapore Business Day in such Interest Period;

"**n<sub>i</sub>**", or any day "**i**", is the number of calendar days from and including such day "**i**" up to but excluding the following Singapore Business Day;

"**Rate Cut-Off Date**" means, with respect to a Rate of Interest and Interest Period, the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement) prior to the Interest Payment Date in respect of the relevant Interest Period;

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "**i**", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "Relevant Screen Page") on the Singapore Business Day immediately following such day "**i**";

"**SORA<sub>i</sub>**" means, in respect of any Singapore Business Day falling in the relevant Interest Period:

- (A) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and
- (B) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "**Suspension Period SORA<sub>i</sub>**") (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA<sub>i</sub> shall apply to each day falling in the relevant Suspension Period;

"**SORA Reset Date**" means, in relation to any Interest Period, each Singapore Business Day during such Interest Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Interest Period; and

"**Suspension Period**" means, in relation to any Interest Period, the period from (and including) the date falling five Singapore Business Day prior to the Interest Payment Date in respect of the

relevant Interest Period or such other date specified in this Pricing Supplement (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Period.

(iii) Where SORA Lookback is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

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

"**d<sub>o</sub>**", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"**i**", for the relevant Interest Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to, but excluding, the last Singapore Business Day in such Interest Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period;

"**n<sub>i</sub>**", for any day "i", is the number of calendar days from and including such day "i" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Interest Period, the period from, and including, the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement) prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement) prior to the Interest Payment Date at the end of such Interest Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement) prior to such earlier date, if any, on which the Notes become due and payable);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "i", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "Relevant Screen Page") on the Singapore Business Day immediately following such day "i"; and

"SORA<sub>i-xSBD</sub>" in respect of any Singapore Business Day "i" in the relevant Interest Period, means the reference rate equal to SORA in respect of the Singapore Business Day falling five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement) prior to the relevant Singapore Business Day "i".

- (iv) Where SORA Backward Shifted Observation Period is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

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

"**d<sub>o</sub>**", for any Interest Period, is the number of Singapore Business Days in the relevant Observation Period;

"**i**", for the relevant Interest Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to, but excluding, the last Singapore Business Day in such Observation Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period;

"**n<sub>i</sub>**", for any day "i", is the number of calendar days from and including such day "i" up to but excluding the following Singapore Business Day;

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**Observation Period**" means, for the relevant Interest Period, the period from, and including, the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement) prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement) prior to the Interest Payment Date at the end of such Interest Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days specified in the applicable Pricing Supplement) prior to such earlier date, if any, on which the Notes become due and payable);

"SORA" means, in respect of any Singapore Business Day "i", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "Relevant Screen Page") on the Singapore Business Day immediately following such day "i"; and

"SORA<sub>i</sub>", in respect of any Singapore Business Day falling in the relevant Observation Period, means the reference rate equal to SORA in respect of that Singapore Business Day.

- (v) Where SORA Payment Delay is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards.

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

where:

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

"**d<sub>o</sub>**", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"**i**", for the relevant Interest Period, is a series of whole numbers from one to d<sub>o</sub>, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to, but excluding, the last Singapore Business Day in such Interest Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Interest Period;

"**Interest Payment Date**" shall be the number of Singapore Business Days equal to the SORA Payment Delay following the end of each Interest Period; provided that the Interest Payment Date with respect to the final Interest Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the redemption date;

"**n<sub>i</sub>**", for any day "i", is the number of calendar days from and including such day "i" up to but excluding the following Singapore Business Day;

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"SORA" means, in respect of any Singapore Business Day "i", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "Relevant Screen Page") on the Singapore Business Day immediately following such day "i";

"SORA Payment Delay" means such number of Singapore Business Days as specified in the applicable Pricing Supplement; and

"SORA<sub>i</sub>", in respect of any Singapore Business Day falling in the relevant Interest Period, means the reference rate equal to SORA in respect of that Singapore Business Day.

- (vi) If, subject to Condition 5(p) (*Benchmark Replacement (SORA)*), where applicable, by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such day "i", SORA in respect of such day "i" has not been published and a SORA Index Cessation Event has not occurred, then SORA for that day "i" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.
  - (vii) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, subject to Condition 5(p) (*Benchmark Replacement (SORA)*), as applicable, the Calculation Agent shall (acting in good faith and in a commercially reasonable manner) determine the applicable rate.
  - (viii) If the relevant Compounded Daily SORA Notes become due and payable in accordance with Condition 17 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the relevant Compounded Daily SORA formula) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.
- (g) *ISDA Determination*: Subject to the provisions of Conditions 5(n) (*Benchmark Replacement (General)*), 5(o) (*Benchmark Replacement (SOR)*) and 5(p) (*Benchmark Replacement (SORA)*) as applicable, if ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:
- (i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the relevant Pricing Supplement;
  - (ii) the Designated Maturity (as defined in the ISDA Definitions) is a period specified in the relevant Pricing Supplement; and
  - (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (A) if the relevant Floating Rate Option is based on the London inter-bank offered rate (LIBOR) for a currency, the first day of that Interest Period or (B) in any other case, as specified in the relevant Pricing Supplement.
- (h) *Variable Linked Interest and Physical Delivery Interest*: If Variable Linked Interest Provisions are specified in the relevant Pricing Supplement as being applicable or if interest on Physical Delivery

Notes is specified in the relevant Pricing Supplement as falling to be determined by reference to an index or formula, as the case may be, the rate and amount of interest shall be determined by the Calculation Agent by reference to the provisions specified in the relevant Pricing Supplement.

- (i) *Maximum or Minimum Rate of Interest:* If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the relevant Pricing Supplement, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified.
- (j) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. Unless otherwise specified in the applicable Pricing Supplement, the Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the principal amount of such Note during such Interest Period and multiplying the product by the relevant Day Count Fraction.
- (k) *Calculation of other amounts:* If the relevant Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Pricing Supplement.
- (l) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Issue and Paying Agent, the Registrar and each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.
- (m) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5 by the Calculation Agent will (in the absence of manifest error) be binding on the Bank, the Issue and Paying Agent, the Registrar, the Noteholders and the Couponholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.
- (n) *Benchmark Replacement (General):* In addition, notwithstanding the provisions above in this Condition 5, where “Benchmark Replacement (General)” is specified as being applicable in the relevant Pricing Supplement, if the Bank or the Calculation Agent determines that a Benchmark Event (General) has occurred in relation to the Reference Rates Benchmark of the relevant Series of Notes when any Rate of Interest (or the relevant component part thereof) remains to be determined by the current Reference Rates Benchmark, then the following provisions shall apply (subject, if “Benchmark Event – Early Redemption” is specified as applicable in the relevant Pricing Supplement, to Condition 14(h) (*Redemption following Benchmark Event*)):
  - (i) if the Bank (acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate) determines that there is a Successor Rate (General) in respect of the next succeeding Interest Period, the Bank, subject to sub-paragraph (iii) below, shall as soon as reasonably practicable give notice thereof to the Calculation Agent, the Issue and Paying Agent and the Noteholders, which shall specify the effective date(s) for such Successor Rate (General) 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 (General) to the next applicable succeeding Interest Period(s) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;

- (ii) if there is no Successor Rate (General) in respect of the next succeeding Interest Period or if the Bank (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 it is not possible or commercially reasonable to use such Successor Rate (General), the Bank shall attempt to 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 (General) (as defined below) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes and on such determination, subject to sub-paragraph (iii) below, shall promptly give notice thereof to the Calculation Agent, the Issue and Paying Agent and the Noteholders, which shall specify the effective date(s) for such Alternative Reference Rate (General) 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 (General) to the next applicable succeeding Interest Period(s) for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes;
- (iii) if a Successor Rate (General) or, failing which, an Alternative Reference Rate (General) (as applicable) is notified by the Bank to the Calculation Agent, the Issue and Paying Agent and the Noteholders in accordance with the preceding provisions, such Successor Rate (General) or, failing which, an Alternative Reference Rate (General) (as applicable) shall be the Reference Rates Benchmark for each of the relevant future Interest Periods (subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(n)); provided, however, that if the Bank (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 it is not possible or commercially reasonable to use such Successor Rate (General) or Alternative Reference Rate (General) or the Bank is unable to determine, or does not notify the Calculation Agent, the Issue and Paying Agent and the Noteholders of, a Successor Rate (General) or an Alternative Reference Rate (General) and, if applicable, has not given a notice to Noteholders in accordance with Condition 14(h) (*Redemption following Benchmark Event*), the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest as determined by the Calculation Agent acting in good faith and in a commercially reasonable manner (subject to and taking into consideration, where applicable, the Margin that is to be applied to the relevant Interest Period and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest applicable to the relevant Interest Period); for the avoidance of doubt, the proviso in this sub-paragraph (iii) 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(n);
- (iv) if a Successor Rate (General) or, failing which, an Alternative Reference Rate (General) (as applicable) is notified by the Bank to the Calculation Agent, the Issue and Paying Agent and the Noteholders in accordance with the above provisions, the Bank may also (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) 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 (or any other

rate fixing dates), Interest Periods, Interest Payment Dates, interest accrual periods, timing and frequency of determining rates and making payments of interests, the definition of the Reference Rates Benchmark applicable to the Notes, and/or the method for determining the fallback rate in relation to the Notes, that may be appropriate to reflect the adoption of such Successor Rate (General) or Alternative Reference Rate (General) in a manner substantially consistent with market practice or if the Bank (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) so determines that the adoption of any portion of such market practice is not administratively feasible or that no market practice for use of such Successor Rate (General) or Alternative Reference Rate (General) (as applicable) exists, the Bank may specify such changes as is reasonably necessary to give effect to the Successor Rate (General) or the Alternative Reference Rate (General), as applicable (the “**Benchmark Amendments**”), in which case the Bank shall as soon as reasonably practicable give notice thereof to the Calculation Agent, the Issue and Paying Agent and the Noteholders, which shall specify the effective date(s) for such changes to these Conditions and the effective date of such changes; and

- (v) if the Bank (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 (General) is required to be applied to the Successor Rate (General) or the Alternative Reference Rate (General) (as applicable) and determines the quantum of, or a formula or methodology for determining, such Adjustment Spread (General), the Bank shall as soon as reasonably practicable give notice thereof to the Calculation Agent, the Issue and Paying Agent and the Noteholders, which shall specify the effective date(s) for such Adjustment Spread (General) and any consequential changes made to these Conditions, and such Adjustment Spread (General) shall be applied to the Successor Rate (General) or the Alternative Reference Rate (General) (as applicable). If the Bank is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread (General), then such Successor Rate (General) or Alternative Reference Rate (General) (as applicable) will apply without an Adjustment Spread (General). For the avoidance of doubt, the Issue and Paying Agent shall, at the direction and expense of the Bank, effect such Benchmark Amendments, any Adjustment Spread (General) and any other consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5(n). The consent of any Noteholder, Couponholder (which includes, for the avoidance of doubt, if Talons are specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, any holder of any Talon), holder of any Receipt, Paying Agent (including the Issue and Paying Agent), Calculation Agent, Registrar or Transfer Agent shall not be required in connection with effecting the Successor Rate (General) or Alternative Reference Rate (General) (as applicable) or such changes (including, without limitation, the Benchmark Amendments, any Adjustment Spread (General) and any other consequential amendments), including for the execution of any documents or any steps by any Noteholder, any Couponholder (which includes, for the avoidance of doubt, if Talons are specified in the relevant Pricing Supplement as being attached to the Notes at the time of issue, any holder of any Talon), any holder of any Receipt, the Issue and Paying Agent, any Calculation Agent, any Paying Agent, any Registrar or any Transfer Agent (if required).
- (vi) In connection with any such amendment in accordance with this Condition 5(n), the Bank shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

For the purposes of this Condition 5(n):

**“Adjustment Spread (General)”** means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the Bank (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 (General) or the Alternative Reference Rate (General) (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 and Couponholders as a result of the replacement of the current Reference Rates Benchmark with the Successor Rate (General) or the Alternative Reference Rate (General) (as applicable) and is the spread, formula or methodology which:

- (i) in the case of a Successor Rate (General), is formally recommended in relation to the replacement of the current Reference Rates Benchmark with the Successor Rate (General) by any Relevant Nominating Body;
- (ii) in the case of a Successor Rate (General) for which no such recommendation has been made or in the case of an Alternative Reference Rate (General), the Bank (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 Rates Benchmark and/or in over-the-counter derivatives transactions which reference the current Reference Rates Benchmark as the Bank deems appropriate, where such rate has been replaced by the Successor Rate (General) or the Alternative Reference Rate (General) (as applicable); or
- (iii) if no such customary market usage is recognised or acknowledged, the Bank in its discretion determines (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) to be appropriate;

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

**“Alternative Reference Rate (General)”** means the rate that the Bank (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 Rates Benchmark 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 and/or in over-the-counter derivatives transactions with similar payment methods referencing such Reference Rates Benchmark as the Bank deems appropriate, or, if the Bank determines that there is no such rate, such other rate as the Bank 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 such Reference Rates Benchmark;

**“Benchmark Event (General)”** means the occurrence of one or more of the following events:

- (i) the current Reference Rates Benchmark ceasing to exist or be published;

- (ii) a public statement or publication of information by or on behalf of the administrator of the current Reference Rates Benchmark that it has or will cease to provide the current Reference Rates Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the current Reference Rates Benchmark;
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the current Reference Rates Benchmark, the central bank for the currency of the current Reference Rates Benchmark, a resolution authority with jurisdiction over the administrator of the current Reference Rates Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator of the current Reference Rates Benchmark, which states that the administrator of the current Reference Rates Benchmark has ceased or will cease to provide the current Reference Rates Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor or administrator that will continue to provide the current Reference Rates Benchmark;
- (iv) if “Benchmark Rate Non-Representativeness Event” is specified as applicable in the relevant Pricing Supplement, a public statement or publication of information by the regulatory supervisor for the administrator of the current Reference Rates Benchmark announcing that such current Reference Rates Benchmark no longer, or as of a specified future date will no longer be, capable of being representative, or is non-representative, of the underlying market and economic reality that such current Reference Rates Benchmark is intended to measure as required by applicable law or regulation and as determined by the regulatory supervisor in accordance with applicable law or regulation;
- (v) it has or will 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 Bank to determine any Rate of Interest and/or calculate any Interest Amount using the current Reference Rates Benchmark specified in the relevant Pricing Supplement (including, without limitation, under Regulation (EU) No. 2016/1011, if applicable);
- (vi) an Administrator Event; or
- (vii) any event which otherwise constitutes an Additional Benchmark Event as specified in the relevant Pricing Supplement,

provided that, in the case of sub-paragraphs (ii), (iii), (iv) and (vi) above, the relevant Benchmark Event (General) shall be deemed to occur on (1) in the case of sub-paragraphs (ii) and (iii) above, the first date on which the current Reference Rates Benchmark is no longer provided and not the date of the relevant public statement or publication, (2) in the case of sub-paragraph (iv) above, the first date on which the current Reference Rates Benchmark is no longer representative (as determined and announced by the regulatory supervisor for the administrator of such Reference Rates Benchmark) and not the date of the relevant public statement or publication, and (3) in the case of sub-paragraph (vi) above, the date on which the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is:

- (A) required under any applicable law or regulation; or
- (B) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the relevant Reference Rates Benchmark is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal,

or, in each case, if such date occurs before the Trade Date, the Trade Date;

**"Independent Adviser"** means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Bank at its own expense;

**"Reference Rates Benchmark"** means, in respect of any Notes:

- (i) each Reference Rate (with the applicable maturity or tenor) (or if applicable, the index, benchmark or other price source that is referenced in the Reference Rate (with the applicable maturity or tenor));
- (ii) each Floating Rate Option (with the applicable Designated Maturity) (or if applicable, the index, benchmark or other price source that is referenced in the Floating Rate Option (with the applicable Designated Maturity)); or
- (iii) any other index, benchmark or other price source specified as "Relevant Reference Benchmark" in the applicable Pricing Supplement, and

to the extent a Successor Rate (General) or Alternative Reference Rate (General) (as applicable) is determined to be used in respect of any Notes, such Successor Rate (General) or Alternative Reference Rate (General) (as applicable) (with the applicable maturity or tenor) (or if applicable the index, benchmark or other price source that is referenced in such Successor Rate (General) or Alternative Reference Rate (General)) shall, subject to the Benchmark Amendments, be the Reference Rates Benchmark for such Notes during the period in which it is used.

**"Relevant Nominating Body"** means, in respect of a Reference Rates Benchmark:

- (i) the central bank for the currency to which such Reference Rates Benchmark relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rates Benchmark; 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 Rates Benchmark relates, (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rates Benchmark, (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 (General)"** means the rate that is a successor to or replacement of the current Reference Rates Benchmark which is formally recommended by any Relevant Nominating Body for usage in international debt capital markets transactions which reference the current Reference Rates Benchmark and/or in over-the-counter derivatives transactions which reference the current Reference Rates Benchmark, as the Bank deems appropriate.

- (o) *Benchmark Replacement (SOR)*: In addition, notwithstanding the provisions above in this Condition 5, where "Benchmark Replacement (SOR)" is specified as being applicable in the relevant Pricing Supplement:

- (i) *Benchmark Discontinuation and Replacement*

Notwithstanding the provisions above in this Condition 5, if the Bank or the Calculation Agent determines that a Benchmark Event (SOR) has occurred in relation to the current Reference Rate (SOR) prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Reference Rate (SOR), then the Bank shall (subject, if "Benchmark Event – Early Redemption" is specified as applicable in the relevant Pricing Supplement, to Condition 14(h) (*Redemption following Benchmark Event*)) 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) the Benchmark Replacement Rate (SOR) (in accordance with Condition 5(o)(ii) (*Benchmark Replacement Rate (SOR)*)) and an Adjustment Spread (SOR), if any (in accordance with Condition 5(o)(iii) (*Adjustment Spread (SOR)*)), and any Benchmark Amendments (in accordance with Condition 5(o)(iv) (*Benchmark Amendments*)) by the relevant Interest Determination Date. An Independent Adviser appointed pursuant to this Condition 5(o) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Bank. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Bank, the Issue and Paying Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Bank in connection with any determination made by the Bank, pursuant to this Condition 5(o).

(ii) *Benchmark Replacement Rate (SOR)*

The Benchmark Replacement Rate (SOR) determined by the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) shall (subject to adjustment as provided in Condition 5(o)(iii) (*Adjustment Spread (SOR)*)) subsequently be used in place of the current Reference Rate (SOR) to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(o)).

(iii) *Adjustment Spread (SOR)*

If the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines (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) (i) that an Adjustment Spread (SOR) is required to be applied to the Benchmark Replacement Rate (SOR) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread (SOR), then such Adjustment Spread (SOR) shall be applied to the Benchmark Replacement Rate (SOR).

(iv) *Benchmark Amendments*

If the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines (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) (i) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement Rate (SOR) and/or Adjustment Spread (SOR) and (ii) the terms of the Benchmark Amendments, then the Bank shall, subject to giving notice thereof in accordance with Condition 5(o)(v) (*Notices*), without any requirement for the consent or approval of Noteholders or the Agents (as defined in the Agency Agreement), vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, the Issue and Paying Agent shall, at the direction and expense of the Bank, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5(o). Noteholders' consent shall not be required in connection with effecting the Benchmark Replacement Rate (SOR) or such other changes, including for the execution of any documents or other steps

by the Issue and Paying Agent, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agent (if required).

In connection with any such variation in accordance with this Condition 5(o)(iv), the Bank shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) *Notices*

Any Benchmark Replacement Rate (SOR), Adjustment Spread (SOR) and the specific terms of any Benchmark Amendments, determined under this Condition 5(o) will be notified promptly by the Bank to the Calculation Agent, the Paying Agents and, in accordance with Condition 23 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) *Survival of current Reference Rate (SOR)*

Without prejudice to the obligations of the Bank under Conditions 5(o)(i) (*Benchmark Discontinuation and Replacement*), 5(o)(ii) (*Benchmark Replacement Rate (SOR)*), 5(o)(iii) (*Adjustment Spread (SOR)*) and 5(o)(iv) (*Benchmark Amendments*), the current Reference Rate (SOR) and the fallback provisions provided for in this Condition 5(o) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement Rate (SOR), and any Adjustment Spread (SOR) and Benchmark Amendments, in accordance with Condition 5(o)(v) (*Notices*), and, if applicable, notice has not been given to Noteholders in accordance with Condition 14(h) (*Redemption following Benchmark Event*).

(vii) *Definitions*

As used in this Condition 5(o):

**“Adjustment Spread (SOR)”** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines (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 required to be applied to the Benchmark Replacement Rate (SOR) to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the current Reference Rate (SOR) with the Benchmark Replacement Rate (SOR) and is the spread, formula or methodology which:

- (A) is formally recommended in relation to the replacement of the current Reference Rate (SOR) with the applicable Benchmark Replacement Rate (SOR) by any Relevant Nominating Body; or
- (B) if the applicable Benchmark Replacement Rate (SOR) is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or
- (C) is determined by the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the current Reference Rate (SOR) with the applicable Benchmark Replacement Rate (SOR) for

the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes.

**“Alternative Reference Rate (SOR)”** means an alternative benchmark or screen rate which the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines in accordance with Condition 5(o)(ii) (*Benchmark Replacement Rate (SOR)*) has replaced the current Reference Rate (SOR) for the Corresponding Tenor in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes (including, but not limited to, Singapore Government Bonds).

**“Benchmark Amendments”** means, with respect to any Benchmark Replacement Rate (SOR), any technical, administrative or operational changes (including changes to the definition of “Interest 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, any other amendments to these Conditions and/or the Agency Agreement, and other administrative matters) that the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines (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) may be appropriate to reflect the adoption of such Benchmark Replacement Rate (SOR) in a manner substantially consistent with market practice (or, if the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines (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) that adoption of any portion of such market practice is not administratively feasible or if the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines that no market practice for use of such Benchmark Replacement Rate (SOR) exists, in such other manner as the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines is reasonably necessary).

**“Benchmark Event (SOR)”** means:

- (A) the current Reference Rate (SOR) ceasing to be published for a period of at least five Singapore business days or ceasing to exist; or
- (B) a public statement by the administrator of the current Reference Rate (SOR) that it has ceased or will, by a specified date within the following six months, cease publishing the current Reference Rate (SOR) permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the current Reference Rate (SOR)); or
- (C) a public statement by the supervisor of the administrator of the current Reference Rate (SOR) that the current Reference Rate (SOR) has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (D) a public statement by the supervisor of the administrator of the current Reference Rate (SOR) that the current Reference Rate (SOR) has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months; or



- (E) it has become unlawful for the Issue and Paying Agent, the Calculation Agent, the Bank or any other party to calculate any payments due to be made to any Noteholder using the current Reference Rate (SOR); or
- (F) a public statement by the supervisor of the administrator of the current Reference Rate (SOR) that the current Reference Rate (SOR) is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative,

provided that the Benchmark Event (SOR) shall be deemed to occur (a) in the case of sub-paragraphs (B) and (C) above, on the date of the cessation of publication of the current Reference Rate (SOR) or the discontinuation of the current Reference Rate (SOR), as the case may be, (b) in the case of sub-paragraph (D) above, on the date of the prohibition or restriction of use of the current Reference Rate (SOR) and (c) in the case of sub-paragraph (F) above, on the date with effect from which the current Reference Rate (SOR) will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

**“Benchmark Replacement Rate (SOR)”** means the Interpolated Benchmark, provided that if the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) cannot determine the Interpolated Benchmark by the relevant Interest Determination Date, then **“Benchmark Replacement Rate (SOR)”** means the first alternative set forth in the order below that can be determined by the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)):

- (A) Term SORA;
- (B) Compounded SORA;
- (C) the Successor Rate (SOR);
- (D) the ISDA Fallback Rate (including Fallback Rate (SOR)); and
- (E) the Alternative Reference Rate (SOR).

**“Compounded SORA”** means the compounded average of SORAs 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 the selected mechanism to determine the interest amount payable prior to the end of each Interest Period) being established by the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) in accordance with

- (A) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Nominating Body for determining Compounded SORA; provided that:
- (B) if, and to the extent that, the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) determines that Compounded SORA cannot be determined in accordance with clause (A) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) giving due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes at such time.

Notwithstanding the foregoing, Compounded SORA will include a selected mechanism as specified in the applicable Pricing Supplement to determine the interest amount payable prior to the end of each Interest Period.

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

**“Fallback Rate (SOR)”** has the meaning ascribed to it in the ISDA Definitions as amended and supplemented by Supplement number 70, published on 23 October 2020.

**“Independent Adviser”** means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Bank.

**“Interpolated Benchmark”**, with respect to the current Reference Rate (SOR) means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the current Reference Rate (SOR) for the longest period (for which the current Reference Rate (SOR) is available) that is shorter than the Corresponding Tenor and (2) the current Reference Rate (SOR) for the shortest period (for which the current Reference Rate (SOR) 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 may be updated, 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 maybe positive or negative value or zero) that would apply for derivative transactions referencing the current Reference Rate (SOR) in the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the current Reference Rate (SOR) for the applicable tenor.

**“ISDA Fallback Rate”** means the rate that would apply for derivative transactions referencing the current Reference Rate (SOR) in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the current Reference Rate (SOR) for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**“Reference Rate (SOR)”** means, initially, Swap Offer Rate (being the originally-specified reference rate of applicable tenor used to determine the Rate of Interest) or any component part thereof, including the relevant USD London Interbank Offered Rate, provided that if a Benchmark Event (SOR) has occurred with respect to Swap Offer Rate or the then-current Reference Rate (SOR), then **“Reference Rate (SOR)”** means the applicable Benchmark Replacement Rate (SOR).

**“Relevant Nominating Body”** means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate

(as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof.

**“SORA” or “Singapore Overnight Rate Average”** with respect to any Singapore Business Day means a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <http://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such Singapore Business Day.

**“Successor Rate (SOR)”** means a successor to or replacement of the current Reference Rate (SOR) which is formally recommended by any Relevant Nominating Body as the replacement for the current Reference Rate (SOR) for the applicable Corresponding Tenor.

**“Term SORA”** means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been selected or recommended by the Relevant Nominating Body, or as determined by the Bank (in the circumstances set out in Condition 5(o)(i) (*Benchmark Discontinuation and Replacement*)) having given due consideration to any industry-accepted market practice for the relevant Singapore dollar denominated notes.

(p) *Benchmark Replacement (SORA)*: In addition, notwithstanding the provisions above in this Condition 5, where “Benchmark Replacement (SORA)” is specified as being applicable in the relevant Pricing Supplement:

(i) *Independent Adviser*

If the Bank or the Calculation Agent determines that a SORA Index Cessation Event has occurred in relation to the current Reference Rate (SORA) when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Reference Rate (SORA), the Bank shall (subject, if “Benchmark Event – Early Redemption” is specified as applicable in the relevant Pricing Supplement, to Condition 14(h) (*Redemption following Benchmark Event*)) 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) a Successor Rate (SORA), or failing which, an Alternative Reference Rate (SORA) (in accordance with Condition 5(p)(ii) (*Successor Rate (SORA) or Alternative Reference Rate (SORA)*)) and, in either case, an Adjustment Spread (SORA) and any Benchmark Amendments (in accordance with Condition 5(p)(iv) (*Benchmark Amendments*)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 5(p) shall act in good faith as an expert and in consultation with the Bank. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Bank, the Paying Agents or the Noteholders for any determination made by it, pursuant to this Condition 5(p).

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Calculation Agent shall (acting in good faith and in a commercially reasonable manner) determine the applicable rate.

(ii) *Successor Rate (SORA) or Alternative Reference Rate (SORA)*

If the Bank determines (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) that:

- (A) there is a Successor Rate (SORA), then such Successor Rate (SORA) and the applicable Adjustment Spread (SORA) shall subsequently be used in place of the current Reference Rate (SORA) to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(p)); or
- (B) there is no Successor Rate (SORA) but that there is an Alternative Reference Rate (SORA), then such Alternative Reference Rate (SORA) and the applicable Adjustment Spread (SORA) shall subsequently be used in place of the current Reference Rate (SORA) to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(p)).

(iii) *Adjustment Spread (SORA)*

The Adjustment Spread (SORA) (or the formula or methodology for determining the Adjustment Spread (SORA)) shall be applied to the Successor Rate (SORA) or the Alternative Reference Rate (SORA) (as the case may be). If the Bank (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 unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread (SORA), then the Successor Rate (SORA) or Alternative Reference Rate (SORA) (as applicable) will apply without an Adjustment Spread (SORA).

(iv) *Benchmark Amendments*

If any Successor Rate (SORA) or Alternative Reference Rate (SORA) and, in either case, the applicable Adjustment Spread (SORA) is determined in accordance with this Condition 5(p) and the Bank determines (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):

- (A) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate (SORA) or Alternative Reference Rate (SORA) and/or (in either case) the applicable Adjustment Spread (SORA) (such amendments, the “**Benchmark Amendments**”); and
- (B) the terms of the Benchmark Amendments,

then the Bank shall, subject to giving notice thereof in accordance with Condition 5(p)(v) (*Notices*), without any requirement for the consent or approval of Noteholders or the Agents (as defined in the Agency Agreement), vary these Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, the Issue and Paying Agent shall, at the direction and expense of the Bank, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5(p)(iv). Noteholders’ consent shall not be required in connection with the effecting of the Successor Rate (SORA) or the Alternative Reference Rate (SORA) (as applicable) or such other changes, including

the execution of any documents or any steps by the Issue and Paying Agent, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agent (if required).

In connection with any such variation in accordance with this Condition 5(p)(iv), the Bank shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) *Notices*

Any Successor Rate (SORA), Alternative Reference Rate (SORA), Adjustment Spread (SORA) and the specific terms of any Benchmark Amendments, determined under this Condition 5(p) will be notified promptly by the Bank to the Calculation Agent, the Paying Agents and, in accordance with Condition 23 (*Notices*), the Noteholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) *Survival of current Reference Rate (SORA)*

Without prejudice to the obligations of the Bank under Conditions 5(p)(i) (*Independent Adviser*), 5(p)(ii) (*Successor Rate (SORA) or Alternative Reference Rate (SORA)*), 5(p)(iii) (*Adjustment Spread (SORA)*) and 5(p)(iv) (*Benchmark Amendments*), the current Reference Rate (SORA) and the fallback provisions provided for in this Condition 5(p) will continue to apply unless and until the Calculation Agent has been notified of the Successor Rate (SORA), Alternative Reference Rate (SORA), and any Adjustment Spread (SORA) and Benchmark Amendments, in accordance with Condition 5(p)(v) (*Notices*), and, if applicable, notice has not been given to Noteholders in accordance with Condition 14(h) (*Redemption following Benchmark Event*).

(vii) *Definitions*

As used in this Condition 5(p):

**“Adjustment Spread (SORA)”** means either:

- (A) a spread (which may be positive, negative or zero); or
- (B) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate (SORA) or the Alternative Reference Rate (SORA) (as the case may be) and is the spread, formula or methodology which:
  - (aa) in the case of a Successor Rate (SORA), is formally recommended in relation to the replacement of the current Reference Rate (SORA) with the Successor Rate (SORA) by any Relevant Nominating Body; or
  - (bb) (if no such recommendation has been made, or in the case of an Alternative Reference Rate (SORA)) the Bank determines (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 being customarily applied to the relevant Successor Rate (SORA) or the Alternative Reference Rate (SORA) (as the case may be) in debt capital markets transactions to produce an industry-accepted replacement rate for the current Reference Rate (SORA); or
  - (cc) (if no such determination under (bb) is made) the Bank determines (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), and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the current Reference Rate (SORA), where such rate has been replaced by the Successor Rate (SORA) or the Alternative Reference Rate (SORA) (as the case may be).

**“Alternative Reference Rate (SORA)”** means an alternative benchmark or screen rate which the Bank determines (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) in accordance with Condition 5(p)(ii) (*Successor Rate (SORA) or Alternative Reference Rate (SORA)*) as being customarily applied in market usage in debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in Singapore dollars.

**“Benchmark Amendments”** has the meaning given to it in Condition 5(p)(iv) (*Benchmark Amendments*).

**“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 Bank.

**“Reference Rate (SORA)”** means, initially, SORA (being the originally-specified benchmark rate used to determine Compounded Daily SORA and the Rate of Interest), provided that if a SORA Index Cessation Event has occurred with respect to SORA or the then-current Reference Rate (SORA), then **“Reference Rate (SORA)”** means the applicable Successor Rate (SORA) or Alternative Reference Rate (SORA) (as the case may be).

**“Relevant Nominating Body”** means:

- (A) the Monetary Authority of Singapore (or any successor supervisory authority which is responsible for supervising the administrator of the current Reference Rate (SORA)); or
- (B) any working group or committee officially sponsored or endorsed by, chaired or co-chaired by or constituted at the request of the Monetary Authority of Singapore (or any successor supervisory authority which is responsible for supervising the administrator of the current Reference Rate (SORA)).

**“SORA Index Cessation Event”** means the occurrence of one or more of the following events:

- (A) the current Reference Rate (SORA) ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or
- (B) a public statement or publication of information by or on behalf of the Monetary Authority of Singapore (or a successor administrator of the current Reference Rate (SORA)), the regulatory supervisor for the administrator of the current Reference Rate (SORA), the central bank for the currency of the current Reference Rate (SORA), an insolvency official with jurisdiction over the administrator of the current Reference Rate (SORA), a resolution authority with jurisdiction over the administrator of the current Reference Rate (SORA) or a court or an entity with similar insolvency or resolution authority over the administrator of the current Reference Rate (SORA), announcing that the administrator of the current Reference Rate (SORA) has ceased or that it will cease to provide the current Reference Rate (SORA) permanently or

indefinitely, and such cessation is reasonably expected by the Bank to occur prior to the Maturity Date, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the current Reference Rate (SORA); or

- (C) a public statement or publication of information by the regulatory supervisor for the administrator of the current Reference Rate (SORA) announcing that the current Reference Rate (SORA) has been or will be permanently or indefinitely discontinued and such discontinuation is reasonably expected by the Bank to occur prior to the Maturity Date; or
- (D) a public statement or publication of information by or on behalf of the Monetary Authority of Singapore (or the supervisor of a successor administrator of the current Reference Rate (SORA)) as a consequence of which the current Reference Rate (SORA) will be prohibited from being used either generally, or in respect of the Notes, and such prohibition is reasonably expected by the Bank to occur prior to the Maturity Date; or
- (E) a public statement by or on behalf of the Monetary Authority of Singapore (or the supervisor of a successor administrator of the current Reference Rate (SORA)) that the current Reference Rate (SORA) is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market,

provided that the SORA Index Cessation Event shall be deemed to occur:

- (1) in the case of paragraphs (B) and (C) above, on the date of the cessation of publication of the current Reference Rate (SORA) or the discontinuation of the current Reference Rate (SORA), as the case may be;
- (2) in the case of paragraph (D) above, on the date of the prohibition of use of the current Reference Rate (SORA); and
- (3) in the case of paragraph (E) above, on the date with effect from which the current Reference Rate (SORA) will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement,

and, in each case, not the date of the relevant public statement.

The occurrence of a SORA Index Cessation Event shall be determined by the Bank and promptly notified to the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

**“Successor Rate (SORA)”** means a successor to or replacement of the current Reference Rate (SORA) which is formally recommended by any Relevant Nominating Body as the successor to or, as the case may be, replacement of the current Reference Rate (SORA) (which rate may be produced by the Monetary Authority of Singapore or such other administrator).

## 6 Zero Coupon Note Provisions

- (a) *Application:* This Condition 6 is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the relevant Pricing Supplement as being applicable.

- (b) *Late payment on Zero Coupon Notes*: If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the sum of:
- (i) the Reference Price; and
  - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price on the basis of the relevant Day Count Fraction from (and including) the Issue Date to (but excluding):
    - (A) if “Zero Coupon Late Payment Interest” is specified as applicable in the relevant Pricing Supplement, whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Issue and Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment); or
    - (B) if “Zero Coupon Late Payment Interest” is specified as not applicable in the relevant Pricing Supplement, the due date for payment of such Redemption Amount.

## 7 Currency Linked Notes

If Currency Linked Note Provisions are specified to apply in the applicable Pricing Supplement, provisions relating to the Currency Linked Notes (including the redemption thereof) will be set out in the applicable Pricing Supplement.

## 8 Credit Linked Notes

If the Credit Linked Note Provisions are specified as applicable in the applicable Pricing Supplement, the provisions of this Condition 8 apply, as applicable, as modified by the applicable Pricing Supplement. In the case of any inconsistency between this Condition 8 and the other Conditions, this Condition 8 will prevail.

(a) *Redemption of Credit Linked Notes*

(i) *Redemption on the Maturity Date*

Unless the Credit Linked Notes have been previously redeemed or purchased and cancelled by the Bank, provided that a Relevant Credit Event has not occurred and subject to Maturity Date Extension pursuant to Condition 8(c) (*Maturity Date Extension*), the Credit Linked Notes shall be redeemed in full at their Final Redemption Amount on the Scheduled Maturity Date.

(ii) *Redemption following the occurrence of a Credit Event*

Unless the Credit Linked Notes have been previously redeemed or purchased and cancelled as provided for in these Conditions, if a Relevant Credit Event and a Relevant Event Determination Date has occurred, the Bank will redeem the Credit Linked Notes (or, with respect to Linear Basket Notes, and/or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof) as follows:

- (A) if “Cash Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement (or if “Cash Redemption” is specified as the Fallback Redemption Method and Condition 8(e) (*Auction Redemption Terms*) requires that the Bank redeems the Notes in accordance with Condition 8(g) (*Cash Redemption Terms*)), by payment of, in the case of Notes to which Credit Payment on Maturity



does not apply, the Cash Redemption Amount on the relevant Cash Redemption Date and, in the case of Notes to which Credit Payment on Maturity applies, the Final Cash Redemption Amount on the Final Cash Redemption Date in accordance with Condition 8(g) (*Cash Redemption Terms*);

- (B) if “Physical Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement (or if “Physical Redemption” is specified as the Fallback Redemption Method and Condition 8(e) (*Auction Redemption Terms*) requires that the Bank redeems the Notes in accordance with Condition 8(f) (*Physical Redemption Terms*)), by Delivery of the Physical Redemption Assets by the relevant Physical Redemption Date and payment of the Portfolio Shortfall Proceeds in accordance with Condition 8(f) (*Physical Redemption Terms*);
- (C) if “Auction Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement, by payment of, in the case of Notes to which Credit Payment on Maturity does not apply, the Auction Redemption Amount on the relevant Auction Redemption Date and, in the case of Notes to which Credit Payment on Maturity applies, the Final Auction Redemption Amount on the Final Auction Redemption Date;
- (D) if “Cash or Physical Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement, as set out in sub-paragraph (A) or (B) of this Condition 8(a)(ii) at the option of the Bank in its sole and absolute discretion and notified to Noteholders; or
- (E) if “Cash or Physical Redemption or Auction Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement, as set out in sub-paragraph (A), (B) or (C) of this Condition 8(a)(ii) at the option of the Bank in its sole and absolute discretion and notified to Noteholders;
- (F) if “Principal Protected Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement, the provisions of Condition 8(k) (*Principal Protected Redemption Terms*) shall apply; or
- (G) if “Fixed Recovery Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement, the provisions of Condition 8(l) (*Fixed Recovery Redemption Terms*) shall apply,

in each case subject to Condition 8(j) (*Effect of DC Announcements*).

Upon discharge by the Bank of its payment or delivery obligations on the Cash Redemption Date or Auction Redemption Date (or, if the relevant Cash Redemption Amount or the Auction Redemption Amount is zero, upon the occurrence of the Cash Redemption Date or Auction Redemption Date, as applicable) or by the Physical Redemption Date or, in the case of Notes to which Credit Payment on Maturity applies, on the Final Cash Redemption Date or Final Auction Redemption Date, as the case may be, pursuant to Condition 8(e) (*Auction Redemption Terms*), 8(f) (*Physical Redemption Terms*) or 8(g) (*Cash Redemption Terms*), as applicable, or as otherwise provided herein, the Bank’s obligations in respect of the Applicable Proportion of the Notes shall be discharged in full.

(iii) *Credit Event Notice and Notice of Publicly Available Information*

- (A) If a Credit Event Notice and, if applicable, a Notice of Publicly Available Information is required to be delivered for an Event Determination Date to occur, the Bank shall deliver a Credit Event Notice and, if applicable, a Notice of Publicly Available Information to the Issue and Paying Agent and the Issue and Paying Agent will deliver

a copy of the Credit Event Notice and, if applicable, the Notice of Publicly Available Information to the Noteholders in accordance with Condition 23 (*Notices*) (provided that failure to deliver a copy of such Credit Event Notice and/or such Notice of Publicly Available Information to the Noteholders shall not affect the effectiveness of the Credit Event Notice and/or the Notice of Publicly Available Information, as determined by the Bank and/or the Calculation Agent, or the rights of the Bank to redeem the Credit Linked Notes (or, with respect to the Linear Basket Notes, or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof)).

- (B) If a Credit Event Notice is not required to be delivered in order for an Event Determination Date to occur, then the Bank shall give written notice not less than five Business Days prior to the date for redemption of the Notes (or a portion thereof) containing the same information required to be included in a Credit Event Notice to the Issue and Paying Agent and the Issue and Paying Agent will deliver a copy of such notice to the Noteholders in accordance with Condition 23 (*Notices*) (provided that any failure to give such notice to the Issue and Paying Agent or Noteholders shall not affect any determinations made by the Bank and/or the Calculation Agent or the rights of the Bank to redeem the Credit Linked Notes (or, with respect to the Linear Basket Notes, or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof)).
- (C) The Calculation Agent's determination of a Credit Event will, in the absence of manifest error and subject to the definition of "Event Determination Date", be conclusive and binding on all persons (including, without limitation, the Issue and Paying Agent and each Noteholder).
- (D) None of the Bank, the Calculation Agent, the Issue and Paying Agent and the Paying Agents will have any liability whatsoever for the failure of the Calculation Agent for any reason to determine that a Credit Event has occurred or with respect to the Bank's timing as to when to deliver a Credit Event Notice (or any such other notice required to be delivered by the Bank to the Issue and Paying Agent, the Noteholder(s) or any other party in accordance with this Condition 8, including a Notice of Publicly Available Information or Notice of Physical Settlement) nor will they have any duty or responsibility to investigate or check whether any Credit Event has, or may have, occurred or may be continuing. In addition, the failure of the Bank or the Issue and Paying Agent to deliver the Credit Event Notice shall not affect the effectiveness of any determination made, or any other notice delivered, by the Bank or the Calculation Agent in respect of a relevant Reference Entity.

(iv) *Relevant Time*

- (A) Subject to Condition 8(q) (*Notices*) and sub-paragraph (B) of this Condition 8(a)(iv), in order to determine the day on which an event occurs for purposes of this Condition 8, the demarcation of days shall be made by reference to Greenwich Mean Time (or Tokyo time if the Calculation Agent determines that Tokyo time is the market convention with respect to the relevant Reference Entity), irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.
- (B) Notwithstanding the definition of "Credit Event Notice" and sub-paragraph (A) of this Condition 8(a)(iv), if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight

Greenwich Mean Time (or Tokyo time if the Calculation Agent determines that Tokyo time is the market convention with respect to the relevant Reference Entity), irrespective of the time zone of its place of payment.

(b) *Interest on Credit Linked Notes*

(i) *Accrual of Interest*

Provided that a Relevant Event Determination Date has not occurred in respect of a Reference Entity during the Notice Delivery Period and on or prior to the Scheduled Maturity Date then, subject to Condition 8(b)(ii) (*Suspension of Interest following an Applicable DC Credit Event Question*), interest (if any) shall accrue on the Credit Linked Notes in accordance with Conditions 4 (*Fixed Rate Note Provisions*), 5 (*Floating Rate Note and Variable Linked Interest Provisions*) and/or 6 (*Zero Coupon Note Provisions*), as applicable (as completed, amended and/or supplemented by the applicable Pricing Supplement).

(ii) *Suspension of Interest following an Applicable DC Credit Event Question*

Subject to Condition 8(b)(iii) (*Payment of Suspended Interest*) and 8(b)(iv) (*Payment of Interest – M(M)R Restructuring Credit Event*), if an Applicable DC Credit Event Question is made on or prior to any Interest Payment Date in respect of which a DC Resolution has not been published, the payment of interest (if any) in respect of the Notes (or, if the Notes are Linear Basket Notes, the Applicable Proportion of the Credit Linked Notes) scheduled to be paid to Noteholders on or about such Interest Payment Date will be suspended.

(iii) *Payment of Suspended Interest*

(A) If, in connection with an Applicable DC Credit Event Question, either (1) an Applicable DC Credit Event Announcement is made but the Calculation Agent determines that the Event Determination Date relating thereto is a date falling after such Interest Payment Date or (2) an Applicable DC No Credit Event Announcement or an Applicable DC Credit Question Dismissal is made, payment of the suspended interest will be made five Business Days after the date the Event Determination Date is so determined or the date of the Applicable DC No Credit Event Announcement or Applicable DC Credit Question Dismissal, as applicable.

(B) If, in connection with an Applicable DC Credit Event Question, an Applicable DC Credit Event Announcement is made and the Calculation Agent determines that the Event Determination Date relating thereto is a date falling on or prior to such Interest Payment Date, no payment of the suspended interest will be made and the accrual of interest prior to such Interest Payment Date will be determined in accordance with Condition 8(b)(v) (*Accrual of Interest upon Credit Event*).

(C) No additional amount in respect of interest and no adjustment shall be made to the amount of any interest in connection with the delay or postponement of any payment of interest pursuant to Condition 8(b)(ii) (*Suspension of Interest following an Applicable DC Credit Event Question*) above. For the avoidance of doubt, no interest shall accrue on any Note after the Scheduled Maturity Date. The Bank shall endeavour to give notice to the Noteholders in accordance with Condition 23 (*Notices*) as soon as reasonably practicable should any payment of interest be suspended and/or postponed pursuant to this Condition 8(b).

(iv) *Payment of Interest – M(M)R Restructuring Credit Event*

If, in connection with an Applicable DC Credit Event Question, an Applicable DC Credit Event Announcement is made and the Credit Event is an M(M)R Restructuring Credit Event:

- (A) save for the portion of suspended interest relating to the Applicable Proportion of the Notes, payment of the remaining portion of suspended interest will be made five Business Days after the date on which the relevant Credit Event Notice is delivered; and
- (B) payment of the portion of suspended interest relating to the Applicable Proportion of the Notes will not be made and the accrual of interest relating to the Applicable Proportion of the Notes prior to such Interest Payment Date will be determined in accordance with Condition 8(b)(v) (*Accrual of Interest upon Credit Event*).

(v) *Accrual of Interest upon Credit Event*

If a Relevant Event Determination Date has occurred in respect of a Reference Entity during the Notice Delivery Period but prior to the Scheduled Maturity Date then, notwithstanding anything to the contrary in Conditions 4 (*Fixed Rate Note Provisions*), 5 (*Floating Rate Note and Variable Linked Interest Provisions*) and/or 6 (*Zero Coupon Note Provisions*), as applicable, interest will cease to accrue on the Credit Linked Notes (or, if the Notes are Linear Basket Notes or if the Credit Event is an M(M)R Restructuring Credit Event, on the Applicable Proportion of the Credit Linked Notes) as at the earlier to occur of the day prior to:

- (A) the Scheduled Maturity Date; and
- (B)
  - (1) if “No Accrual of Interest upon Credit Event” is specified in the applicable Pricing Supplement as applicable, the Interest Payment Date (or Interest Commencement Date where no Interest Payment Date has occurred) occurring on or immediately preceding the Relevant Event Determination Date; or
  - (2) if “Partial Accrual of Interest upon Credit Event” is specified in the applicable Pricing Supplement as applicable, the Relevant Event Determination Date and such interest accrued between (x) the Interest Payment Date occurring immediately preceding the Relevant Event Determination Date and (y) the Scheduled Maturity Date or the Relevant Event Determination Date (as applicable) shall be payable on the Scheduled Maturity Date, the second Business Day following the Auction Redemption Date, on the Cash Redemption Date or on or prior to the scheduled Physical Redemption Date (as applicable).

For the avoidance of doubt, interest (if any) shall, in the case of Linear Basket Notes only, continue to accrue on the remaining portion of the Linear Basket Notes then outstanding.

(vi) *Accrual of Interest upon Credit Event – Credit Payment on Maturity*

If Credit Payment on Maturity applies and a Relevant Event Determination Date has occurred in respect of a Reference Entity during the Notice Delivery Period but prior to the Scheduled Maturity Date then, notwithstanding that the Final Cash Redemption Amount or the Final Auction Redemption Amount shall be payable on the Final Cash Redemption Date or Final Auction Redemption Date (as applicable), interest shall cease to accrue on the Applicable Proportion of the Credit Linked Notes in accordance with Condition 8(b)(v) (*Accrual of Interest upon Credit Event*). Where Credit Payment on Maturity applies, following the occurrence of a Credit Event, if the Scheduled Maturity Date is defined in the applicable Pricing Supplement by reference to an Interest Payment Date, then the Scheduled Maturity Date shall be the date which would have been such Interest Payment Date notwithstanding that due to the occurrence of a Credit Event interest has ceased to accrue in accordance with Condition 8(b)(v) (*Accrual of Interest upon Credit Event*).

(vii) *Adjustment Payment*

If, in accordance with the provisions above, following the determination of an Event Determination Date, such Event Determination Date is deemed either to have occurred on a date that is different from the date that was originally determined to be the Event Determination Date or not to have occurred, or an Event Determination Date is deemed to have occurred prior to a preceding Interest Payment Date, the Calculation Agent will determine (A) the adjustment payment, if any, that is payable to reflect any change that may be necessary to the amount previously calculated and/or paid in respect of the relevant Series and (B) the date in which such adjustment payment is payable, if any. For the avoidance of doubt, no accruals of interest shall be taken into account when calculating any such adjustment payment.

(c) *Maturity Date Extension*

- (i) Where the Calculation Agent determines on or prior to the Scheduled Maturity Date, in its sole and absolute discretion, that (1) one or more Reference Entities is or may be subject to (i) a Credit Event, (ii) if “Grace Period Extension” is specified as being applicable in the applicable Pricing Supplement, a Potential Failure to Pay or, (iii) if “Repudiation/Moratorium” is specified as being applicable in the applicable Pricing Supplement, a Potential Repudiation/Moratorium, or (2) in respect of any Applicable DC Credit Event Question made on or prior to the Scheduled Maturity Date, no DC Resolution has been published as of the Scheduled Maturity Date, it shall notify the Issue and Paying Agent and the Credit Linked Notes then outstanding shall not be redeemed on the Scheduled Maturity Date but shall be redeemed instead on the Extended Maturity Date.
- (ii) If any amount is payable on the Scheduled Maturity Date of a Credit Linked Note to which the provisions of Condition 8(c)(i) apply, such amount shall fall due on the Extended Maturity Date and shall be payable without any interest or other sum payable in respect of the postponement of the payment of such amount.

(d) *Credit Event Notice after M(M)R Restructuring*

(i) *M(M)R Restructuring Credit Event*

Upon the occurrence of an M(M)R Restructuring, the Bank may deliver multiple Credit Event Notices with respect to such M(M)R Restructuring Credit Event, each such Credit Event Notice setting forth the amount of the Aggregate Nominal Amount of the Credit Linked Notes to which such Credit Event Notice applies which may be less than the Aggregate Nominal Amount of such Credit Linked Note or if the Notes are Linear Basket Notes, may be less than the Reference Entity Notional Amount of the affected Reference Entity (the aggregate of such amounts with respect to a Series, the “**Exercise Amount**”); provided that if the Credit Event Notice does not specify an Exercise Amount, then either (i) the Aggregate Nominal Amount of the Credit Linked Notes outstanding immediately prior to the delivery of such Credit Event Notice or (ii) if the Notes are Linear Basket Notes, the relevant Reference Entity Notional Amount outstanding in respect of the affected Reference Entity, (and, in either case, not a portion thereof) will be deemed to have been specified as the Exercise Amount. Accordingly, notwithstanding anything to the contrary in this Condition 8, where an M(M)R Restructuring Credit Event has occurred and the Bank has delivered a Credit Event Notice for an Exercise Amount that is less than (i) the Aggregate Nominal Amount of the Notes, or (ii) the Reference Entity Notional Amount outstanding in respect of the affected Reference Entity, in each case as at the date immediately prior to the delivery of such Credit Event Notice, as applicable, the provisions of this Condition 8 shall be deemed to apply to a principal amount of the Notes equal to the Exercise Amount only and all the provisions shall be construed accordingly.

(ii) *Redemption of Notes following partial exercise*

If the Bank has delivered a Credit Event Notice in respect of an M(M)R Restructuring that specifies an Exercise Amount that is less than the Aggregate Nominal Amount of the Credit Linked Notes and (other than in the case of Linear Basket Notes) only one Reference Entity is specified for the Credit Linked Notes (or, with respect to Linear Basket Notes only, in relation to a Reference Entity that specifies an Exercise Amount that is less than such Reference Entity's Reference Entity Notional Amount), then:

- (A) the relevant provisions of Condition 8(e) (*Auction Redemption Terms*), 8(f) (*Physical Redemption Terms*) or 8(g) (*Cash Redemption Terms*) relating to Redemption of Credit Linked Notes shall apply to the Exercise Amount, including, for the purposes of calculating the Auction Redemption Amount, the Cash Redemption Amount or the Physical Redemption Assets to be Delivered to Noteholders. In such circumstances, the Calculation Agent may adjust such provisions of this Condition 8 and/or applicable Pricing Supplement as it determines appropriate to take account of this Condition 8(d), including the basis of the calculation of any Auction Redemption Amount, Cash Redemption Amount or the Physical Redemption Assets to be Delivered to Noteholders;
  - (B) following any payment of an Auction Redemption Amount, Cash Redemption Amount or Delivery of the Physical Redemption Assets to Noteholders or any other determination made in respect of any Exercise Amount, the Reference Entity Notional Amount for the relevant Reference Entity shall be reduced by an amount equal to the Exercise Amount (and, for the avoidance of doubt, the aggregate of the Reference Entity Notional Amounts shall be reduced accordingly). The Notes in an amount equal to the Aggregate Nominal Amount or the relevant Reference Entity Notional Amount, as applicable, less the Exercise Amount shall remain outstanding (the "**Outstanding Amount**") and interest (if applicable) shall accrue on the Outstanding Amount as provided for in Conditions 4 (*Fixed Rate Note Provisions*), 5 (*Floating Rate Note and Variable Linked Interest Provisions*) and/or 6 (*Zero Coupon Note Provisions*), as applicable, and the Bank may thereafter deliver one or more further Credit Event Notices in respect of such Outstanding Amount to which this Condition 8 shall continue to apply; and
  - (C) the Calculation Agent may adjust the provisions of this Condition 8 and/or the applicable Pricing Supplement in such manner as it may determine to be appropriate to account for such event.
- (iii) If the provisions of this Condition 8(d) apply in respect of the Credit Linked Notes, on any redemption of part of each such Credit Linked Note, the relevant Credit Linked Note or, if the Credit Linked Notes are represented by a Global Note, such Global Note shall be endorsed to reflect such part redemption.
- (iv) Other than in respect of a Linear Basket Note or a Credit Linked Note where there is more than one Reference Entity, the Exercise Amount in connection with a Credit Event Notice describing an M(M)R Restructuring must be an amount that is at least 1,000,000 units of the Settlement Currency (or, if Japanese Yen, 100,000,000 units) and an integral multiple thereof or the Aggregate Nominal Amount of the Credit Linked Notes or, if the Notes are Linear Basket Notes, the Outstanding Amount in respect of the Reference Entity Notional Amount of the affected Reference Entity.

(e) *Auction Redemption Terms*

(i) *Redemption of the Credit Linked Notes where Auction Redemption applies*

Notwithstanding anything to the contrary in Condition 14 (*Redemption and Purchase*) and unless previously redeemed or purchased and cancelled, if "Auction Redemption" is specified as the Credit Event Redemption Method in the applicable Pricing Supplement (or if "Cash or Physical or Auction Redemption" is specified in the applicable Pricing Supplement and Auction Redemption is selected by the Bank), following the occurrence of a Relevant Event Determination Date, then:

- (A) subject to sub-paragraph (B) of this Condition 8(e)(i), the Bank shall, subject as aforesaid, redeem:
- (1) each Note in whole at the Auction Redemption Amount; or
  - (2) if the Notes are Linear Basket Notes, (y) a portion of the principal amount of each Note equal to the Applicable Proportion determined by reference to the Reference Entity Notional Amount of the Reference Entity in respect of which the Credit Event occurred on the relevant Auction Cash Redemption Date at the Auction Redemption Amount, and (z) the remaining portion of each Note at its *pro rata* Final Redemption Amount on the Scheduled Maturity Date; or
  - (3) if the Credit Event is an M(M)R Restructuring Credit Event, (y) a portion of the principal amount of each Note equal to the Applicable Proportion determined by reference to the Exercise Amount specified in the Credit Event Notice relating to the relevant Credit Event on the relevant Auction Redemption Date at the Auction Redemption Amount, and (z) the remaining portion of each Note at its *pro rata* Final Redemption Amount on the Scheduled Maturity Date; and
- (B) in the case of Notes to which Credit Payment on Maturity applies, the Bank shall redeem each Note in whole on the later to occur of (1) the Auction Redemption Date in respect of the relevant Reference Entity and Credit Event and (2) the Scheduled Maturity Date (the "**Final Auction Redemption Date**") at the Final Auction Redemption Amount.

Payment by the Bank of the Auction Redemption Amount shall fully and effectively discharge the Bank's obligation to redeem the Applicable Proportion of the relevant Note and payment by the Bank of the Final Auction Redemption Amount shall fully and effectively discharge the Bank's obligation to redeem the entirety of the relevant Note.

(ii) *Fallback Redemption*

Without prejudice to the foregoing, but without duplication of settlement, if the Calculation Agent determines:

- (A) except where the Bank delivers a Notice to Exercise Movement Option to the Issue and Paying Agent on or prior to the Movement Option Cut-off Date pursuant to Condition 8(e)(iii) (*Movement Option*), that with respect to a Credit Event, no Applicable Auction is being, or will be, held; or
- (B) with respect to a Credit Event and any relevant Applicable DC Credit Event Question, Applicable Resolution and/or Applicable Auction, that (1) an Auction Cancellation Date has occurred, (2) a No Auction Announcement Date has occurred (and, in circumstances where such No Auction Announcement Date occurs pursuant to sub-paragraph (b) or sub-paragraph (c)(ii) under the definition of "No Auction

Announcement Date”, the Bank has not exercised the Movement Option), (3) a DC Credit Event Question Dismissal occurs or (4) a Relevant Event Determination Date was determined pursuant to sub-paragraph (a) of the definition of “Event Determination Date” or pursuant to sub-paragraph (a) of the definition of “Non-Standard Event Determination Date”, and no Credit Event Resolution Request Date has occurred on or prior to the date falling three Business Days after such Relevant Event Determination Date, or (5) a Relevant Event Determination Date was determined pursuant to sub-paragraph (b)(ii)(B)(II)(2) of the definition of “Non-Standard Event Determination Date”,

then, the Fallback Redemption Method shall apply and the Bank shall redeem each Note in accordance with Condition 8(g) (*Cash Redemption Terms*) (if “Cash Redemption” is specified in the applicable Pricing Supplement as the Fallback Redemption Method or if no Fallback Redemption Method is specified in the applicable Pricing Supplement) or in accordance with Condition 8(f) (*Physical Redemption Terms*) (if “Physical Redemption” is specified in the applicable Pricing Supplement as the Fallback Redemption Method).

(iii) *Movement Option*

If “Restructuring Maturity Limitation and Fully Transferable Obligation Applicable” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation Applicable” is specified in the applicable Pricing Supplement and the Calculation Agent determines in respect of a Restructuring Credit Event that a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) of the definition of “No Auction Announcement Date”, the Bank may elect in its sole and absolute discretion to deliver a Notice to Exercise Movement Option to the Calculation Agent at any time on or prior to the Movement Option Cut-off Date. If a Notice to Exercise Movement Option is so delivered, then, provided that the related Event Determination Date is not reversed on or prior to the relevant Auction Redemption Date, redemption of the Credit Linked Notes (or, if the Credit Linked Notes are Linear Basket Notes or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion of the Credit Linked Notes) shall take place by payment by the Bank of the Auction Redemption Amount on the Auction Redemption Date (or, if Credit Payment on Maturity applies, by payment of the Final Auction Redemption Amount on the Final Auction Redemption Date), for which purposes the Auction Redemption Amount and the Auction Redemption Date shall be determined by reference to the relevant Parallel Auction identified by the Bank in the Notice to Exercise Movement Option. If a Notice to Exercise Movement Option is delivered by the Bank, all references in this Condition 8 to “Applicable Auction”, “Applicable Auction Settlement Terms”, “Auction Cancellation Date” and “Auction Final Price Determination Date” shall be deemed to be references to the “Parallel Auction”, “Parallel Auction Settlement Terms” and “Parallel Auction Cancellation Date” and the terms of this Condition 8 shall be construed accordingly.

(iv) *Auction Final Price of the Asset Package*

If an Asset Package Credit Event has occurred and the Auction Final Price for the Applicable Auction reflects the entire relevant Asset Package in respect of the Prior Deliverable Obligation(s) or Package Observable Bond(s) (as applicable) (including any cash forming part of the Asset Package and the Asset Market Value of any Non-Financial Instrument or Non-Transferable Instrument), the Auction Redemption Amount or Final Auction Redemption Amount shall be determined using the Auction Final Price. If the Calculation Agent determines that the Auction Final Price does not reflect the price of the entire relevant Asset Package, as determined above, the Calculation Agent shall make such adjustment to the Auction Final Price and/or the Auction Redemption Amount or Final Auction Redemption



Amount in its sole and absolute discretion as it deems necessary to reflect the value of the Asset Package and to preserve the economic effects of the terms of the Notes and, for such purposes the Calculation Agent may take into account any method of determining the Asset Market Value of any Asset that is a Non-Transferable Instrument or a Non-Financial Instrument forming part of the Asset Package but that has not been taken into account in the Auction Final Price that may be published by the DC Secretary.

(v) *Notice of Auction Redemption Amount*

Following the determination of the Auction Redemption Amount or the Final Auction Redemption Amount (as applicable) with respect to any Credit Linked Notes subject to the terms set out herein, the Bank shall, or may cause the Issue and Paying Agent to, deliver a notice in accordance with Condition 23 (*Notices*) to the Noteholders specifying the Auction Redemption Amount or the Final Auction Redemption Amount (as applicable) (including the Auction Final Price and, if applicable, Unwind Costs) (provided that any failure to give such notice to the Issue and Paying Agent or Noteholders shall not affect any determinations made by the Bank and/or the Calculation Agent or the rights of the Bank to redeem the Credit Linked Notes (or, with respect to the Linear Basket Notes, the Applicable Proportion thereof)).

(f) *Physical Redemption Terms*

(i) *Delivery of Physical Redemption Assets*

(A) Subject to Condition 8(j) (*Effect of DC Announcements*) and notwithstanding anything to the contrary in Condition 14 (*Redemption and Purchase*), and unless previously redeemed or purchased and cancelled, if “Physical Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement (or if “Cash or Physical Redemption” or “Cash or Physical or Auction Redemption” is specified in the applicable Pricing Supplement and Physical Redemption is selected by the Bank) or if “Physical Redemption” is applicable as Fallback Redemption Method and Condition 8(e) (*Auction Redemption Terms*) requires that the Bank redeems the Notes in accordance with this Condition 8(f) following the occurrence of a Relevant Event Determination Date, the Credit Linked Notes (or, if the Credit Linked Notes are Linear Basket Notes or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof) shall, subject to and in accordance with this Condition 8(f), be redeemed by, in respect of each Noteholder: (i) Delivery (at the risk of the relevant Noteholder) of the Physical Redemption Assets on or prior to the Physical Redemption Date in accordance with Condition 8(f)(ii) (*Physical Redemption Assets*); and (ii) payment of the Portfolio Shortfall Proceeds in accordance with Condition 8(f)(iii) (*Portfolio Shortfall Proceeds*).

(B) Upon Delivery of the Physical Redemption Assets and payment of any Portfolio Shortfall Proceeds and/or Partial Cash Redemption Amount to each Noteholder, the Bank’s obligations in respect of the redemption of the Credit Linked Notes (or, if the Notes are Linear Basket Notes or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof) shall be fully and effectively discharged. If the Notes are Linear Basket Notes or the Credit Event is an M(M)R Restructuring Credit Event, the remaining portion of each Note which is not so redeemed shall be redeemed on the Scheduled Maturity Date at its *pro rata* Final Redemption Amount, subject to the occurrence of a further Relevant Event Determination Date during the Notice Delivery Period.

(C) In order for the Credit Linked Notes to be redeemed in accordance with this Condition 8(f):

- (1) The Bank shall deliver a Notice of Physical Settlement to the Issue and Paying Agent and the Issue and Paying Agent will deliver a copy of the Notice of Physical Settlement to the Noteholders in accordance with Condition 23 (*Notices*) provided that any failure to deliver a copy of such Notice of Physical Settlement to the Noteholders shall not affect the effectiveness of the Notice of Physical Settlement, as determined by the Calculation Agent, or the rights of the Bank to redeem the Credit Linked Notes (or, if the Notes are Linear Basket Notes or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof).

The Bank may, at any time, deliver to the Issue and Paying Agent a NOPS Amendment Notice in order to give notice that the Bank is replacing the Deliverable Obligations in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, and the Issue and Paying Agent will deliver a copy of the NOPS Amendment Notice to the Noteholders in accordance with Condition 23 (*Notices*) provided that any failure to deliver such a copy of such NOPS Amendment Notice to the Noteholders shall not affect the effectiveness of the NOPS Amendment Notice, as determined by the Calculation Agent, or the rights of the Bank to redeem the Credit Linked Notes (or, if the Notes are Linear Basket Notes or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof).

Moreover, the failure of the Bank or the Issue and Paying Agent to deliver a Notice of Physical Settlement or a NOPS Amendment Notice, as applicable, shall not affect the effectiveness of any determination made by the Bank or the Calculation Agent, or any other notice delivered by the Bank in respect of a relevant Reference Entity.

- (2) The relevant Noteholder shall deliver, prior to 5.00 p.m. (Singapore time) on the 10th Business Day following the date of the Notice of Physical Settlement and, if relevant, any NOPS Amendment Notice, a duly completed notice in writing (a “**Deliverable Obligation Notice**”):
- (I) specifying the Series number of the Notes and the aggregate nominal amount of the Notes which are the subject of the Deliverable Obligation Notice;
  - (II) including such details as are required for the transfer or assignment of the Physical Redemption Assets which may include account details and/or the name and address of any person(s) into whose name evidence of the Physical Redemption Assets is to be registered and/or any bank, broker or agent to whom documents evidencing the Physical Redemption Assets are to be delivered;
  - (III) specifying the name and number of the account which the Portfolio Shortfall Proceeds (if any) are to be credited;
  - (IV) certifying, *inter alia*, that the beneficial owner of each Note is not a U.S. person (as defined in the Deliverable Obligation Notice) or a person who purchased such Note for resale to U.S. persons, that the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, notes or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof;

- (V) authorising the production of such certification in any applicable administrative or legal proceedings, all as provided in the Agency Agreement;
  - (VI) if the Credit Linked Notes are in bearer form, including or accompanied by evidence, satisfactory to the Calculation Agent, of the ownership of the Credit Linked Notes by the relevant Noteholder; and
  - (VII) if the Credit Linked Notes are in definitive form, including or accompanied by the definitive Credit Linked Notes.
- (D) Forms of the Deliverable Obligation Notice may be obtained during normal office hours from the Issue and Paying Agent.
- (E) If the relevant definitive Credit Linked Notes (if they are then so represented) and the Deliverable Obligation Notice are not delivered in accordance with this provision, the obligations of the Bank to commence procuring the delivery of the Physical Redemption Assets and the payment of the Portfolio Shortfall Proceeds (if any) to such Noteholder shall, subject this Condition 8(f)(i), Condition 8(f)(iii) (*Portfolio Shortfall Proceeds*) and 8(j) (*Effect of DC Announcements*), be deferred until the third Business Day following the date on which such Noteholder delivers the Deliverable Obligation Notice and relevant definitive Credit Linked Notes (if they are then so represented). The relevant Noteholder shall not be entitled to any payment, whether of interest or otherwise, in the event of such deferred delivery and payment.
- (F) If the holder of any such Credit Linked Note fails to deliver a Deliverable Obligation Notice or the Bank is unable to obtain details for the transfer or assignment the delivery of the Physical Redemption Assets and the payment of the Portfolio Shortfall Proceeds (if any) from the person nominated by the Noteholder in accordance with subparagraph (C) of this Condition 8(f)(i) in the manner and on the dates specified in this Condition 8(f)(i) by the 90<sup>th</sup> calendar day following the date of the Notice of Physical Settlement or, if relevant, the last NOPS Amendment Notice, if “Fallback Cash Redemption” is specified to apply in the applicable Pricing Supplement, the Bank shall apply “Cash Redemption” pursuant to the fallback cash redemption terms in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*) with respect to the Physical Redemption Assets that have not been transferred or assigned and if “Fallback Cash Redemption” is not specified to apply in the applicable Pricing Supplement, the Bank shall have no further liability or obligation whatsoever in respect of such Credit Linked Note.
- (G) No Deliverable Obligation Notice may be withdrawn after receipt thereof by Clearstream, Luxembourg or Euroclear (as applicable) or the Issue and Paying Agent, as the case may be, as provided above. After delivery of a Deliverable Obligation Notice, the relevant Noteholder may not transfer the Credit Linked Notes which are the subject of such notice.
- (H) Failure to properly complete and deliver a Deliverable Obligation Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in this Condition 8 shall be made by the Bank, and shall be conclusive and binding on the relevant Noteholder.
- (I) Delivery of the Physical Redemption Assets and payment of the Portfolio Shortfall Proceeds (if any) in respect of each Noteholder shall be made by the Bank pursuant to the details specified in the applicable Deliverable Obligation Notice.

(J) If the Physical Redemption Assets include a Deliverable Obligation which is a Loan, the Noteholders agree to comply, for the purposes of settlement of the relevant Credit Linked Notes, with the provisions of any documentation (which term shall be deemed to include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purposes) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for delivery of such Loan at that time, as such documentation may be amended to the extent that the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the payment and delivery obligations of the parties hereunder. The Noteholders further agree that compliance by the Bank and the Noteholders with the provisions of any such documentation shall be required for, and, without further action, constitute, delivery for the purposes of this Condition 8(f)(i) (to the extent that such documentation contains provisions describing how delivery should be effected).

(ii) *Physical Redemption Assets*

Subject to the rest of this Condition 8(f)(ii), the Bank may only Deliver the Deliverable Obligations specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, and only in the amounts specified therein.

Until the date on which the Physical Redemption Assets have been fully Delivered, the Bank or any other person (whether or not on behalf of the Bank) may continue to be the legal owner of the Deliverable Obligations comprising the Physical Redemption Assets which it is not possible, practical or legal to deliver. None of the Bank nor any such other person will (i) be under any obligation to deliver or procure delivery to the relevant Noteholder or any other person any letter, certificate, notice, circular or any other document or payment whatsoever received by the Bank or that person in its capacity as legal owner of such Deliverable Obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such Deliverable Obligations comprising the Physical Redemption Assets until the date on which the Physical Redemption Assets have been fully Delivered, (iii) be under any liability to such Noteholder or any other person in respect of any loss or damage which such Noteholder or other person may sustain or suffer as a result, whether directly or indirectly, of the Bank or any person (whether or not on behalf of the Bank) being the legal owner of such Deliverable Obligations comprising the Physical Redemption Assets until the date on which the Physical Redemption Assets have been fully Delivered, or (iv) have any liability whatsoever to such Noteholder or any other person if, as a result of a Redemption Failure Event or for any other reason whatsoever (including, without limitation, Credit Linked Conditions 8(f)(iii) (*Portfolio Shortfall Proceeds*) to 8(f)(ix) (*Alternative Procedures Relating to Loans not Delivered*)), it is unable to effect Delivery of any Deliverable Obligations comprising the Physical Redemption Assets and its obligations hereunder are satisfied by partial cash settlement or fallback cash redemption (if applicable) or are deemed to be fully discharged in accordance with this Condition 8.

(iii) *Portfolio Shortfall Proceeds*

If all or any part of the Physical Redemption Assets that would, but for this Condition 8(f)(iii), be required to be Delivered to a Noteholder is not a whole integral multiple of the smallest unit of transfer for any such Physical Redemption Assets at the relevant time of Delivery, as determined by the Bank, the Bank will Deliver and such Noteholder will only be entitled to receive the portion of the Physical Redemption Assets specified by the Bank which is closest to but less than the full Physical Redemption Assets, after consideration of such smallest unit or units of transfer (such portion of the Physical Redemption Assets that is not so Delivered

to such Noteholder, the “**Portfolio Delivery Shortfall**”). The Bank shall, as soon as reasonably practicable (which may, for the avoidance of doubt, be after the Physical Redemption Date), liquidate the portion of the Physical Redemption Assets corresponding to the Portfolio Delivery Shortfall and pay to such Noteholder the liquidation proceeds (such proceeds, the “**Portfolio Shortfall Proceeds**”) on or before the tenth Business Day following receipt of the last instalment of the Portfolio Shortfall Proceeds.

(iv) *Election to deliver alternative amount of Deliverable Obligations*

Notwithstanding anything to the contrary in Condition 8(f)(i) (*Delivery of Physical Redemption Assets*) or 8(f)(iii) (*Portfolio Shortfall Proceeds*), the Bank may elect to Deliver to Noteholders Deliverable Obligations with an Outstanding Principal Balance or a Due and Payable Amount, as applicable (or the equivalent Currency Amount of any such amount), that is (A) greater than, or (B) less than, what the Noteholder would otherwise have been entitled to receive by way of Physical Redemption Assets. If the Bank exercises its election pursuant to subparagraph (B) of this Condition 8(f)(iv), the Bank shall pay to Noteholders no later than the Business Day following the relevant Latest Permissible Physical Settlement Date an amount in respect of each Note determined by the Calculation Agent equal to the portion of the Physical Redemption Assets of such Note in respect of which Deliverable Obligations were not delivered.

(v) *Partial Cash Redemption due to Impossibility or Illegality*

If, due to an event beyond the control of the Bank, it is impossible or illegal for the Bank to Deliver, or due to an event beyond the control of the Bank it is impossible or illegal for any Noteholder (the “**Affected Noteholder**”, which term shall apply to the relevant Noteholder in this Condition 8(f)(v)) to accept Delivery of, any of the Deliverable Obligations (other than a Prior Deliverable Obligation or a Package Observable Bond if an Asset Package Credit Event has occurred) specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, on the Physical Redemption Date (including, without limitation, failure of the relevant clearance system or due to any law, regulation or court order, but excluding market conditions or the failure to obtain any requisite consent with respect to the Delivery of Loans), then, on or before such date, (i) the Bank shall Deliver and the Affected Noteholder shall take Delivery of any of the Deliverable Obligations specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, for which it is possible and legal to take Delivery and (ii) the Calculation Agent shall provide a description in reasonable detail of the facts giving rise to such impossibility or illegality and, as soon as practicable thereafter, the Bank shall Deliver and the Affected Noteholder shall take Delivery of the Deliverable Obligations specified in the Notice of Physical Settlement or NOPS Amendment Notice as applicable which were not delivered on the Delivery Date. The date on which the Deliverable Obligations specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, which were not Delivered and are subsequently Delivered shall be the Maturity Date. If following the occurrence of any such impossibility or illegality, the amount of Deliverable Obligations that are to be Delivered as specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, are not delivered to the Noteholders on or prior to the Latest Permissible Physical Settlement Date, then Cash Redemption pursuant to the partial cash redemption terms in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*) shall apply with respect to the Deliverable Obligations that cannot be Delivered (the “**Undeliverable Obligations**”).

(vi) *Partial Cash Redemption of Consent Required Loans*

If:

- (A) the Deliverable Obligations specified in the Notice of Physical Settlement or NOPS Amendment Notice include Consent Required Loans that, due to the non-receipt of any requisite consents, are not, on the Physical Redemption Date, capable of being assigned or novated to the Affected Noteholder and such consents are not obtained or deemed given by the Latest Permissible Physical Settlement Date; and
- (B) “Direct Loan Participation” is not specified as a Deliverable Obligation Characteristic in the applicable Pricing Supplement, or “Direct Loan Participation” is specified as a Deliverable Obligation Characteristic in the applicable Pricing Supplement and the relevant participation is not effected on or before the Latest Permissible Physical Settlement Date,

Cash Redemption pursuant to the partial cash redemption terms in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*) shall be deemed to apply to the Credit Linked Notes with respect to the Deliverable Obligations specified in the Notice of Physical Settlement or NOPS Amendment Notice that consist of Consent Required Loans for which consents are not obtained or deemed given (the “**Undeliverable Loan Obligations**”).

(vii) *Partial Cash Redemption of Assignable Loans*

If:

- (A) the Deliverable Obligations specified in the Notice of Physical Settlement or NOPS Amendment Notice include Assignable Loans that, due to the non-receipt of any requisite consents, are not, on the Physical Redemption Date, capable of being assigned or novated to the Affected Noteholder and such consents are not obtained or deemed given by the Latest Permissible Physical Settlement Date; and
- (B) “Direct Loan Participation” is not specified as a Deliverable Obligation Characteristic in the applicable Pricing Supplement, or “Direct Loan Participation” is specified as a Deliverable Obligation Characteristic in the applicable Pricing Supplement and the relevant participation is not effected on or before the Latest Permissible Physical Settlement Date,

Cash Redemption pursuant to the partial cash redemption terms in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*) shall be deemed to apply to the Credit Linked Notes with respect to the Deliverable Obligations specified in the Notice of Physical Settlement or NOPS Amendment Notice that consist of Assignable Loans for which consents are not obtained or deemed given (the “**Unassignable Obligations**”).

(viii) *Partial Cash Redemption of Participations*

If the Deliverable Obligations include Direct Loan Participations and the relevant participation is not effected on or before the Latest Permissible Physical Settlement Date, Cash Redemption pursuant to the partial cash redemption terms in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*) shall be deemed to apply to the Credit Linked Notes with respect to the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, that consist of Direct Loan Participations in respect of which the relevant participation is not effected (the “**Undeliverable Participations**”).

(ix) *Alternative Procedures Relating to Loans not Delivered*

- (A) If the Bank has not Delivered any Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice that are Loans (other than any Loan which (i) is a Prior Deliverable Obligation which the Bank has notified the Issue and Paying Agent it intends to Deliver an Asset Package in lieu thereof, or (ii) forms part of an Asset Package which the Bank has notified the Issue and Paying Agent it intends to Deliver) on or prior to the date that is five Business Days after the Physical Redemption Date (the “**Loan Alternative Procedure Start Date**”), sub-paragraph (B) of this Condition 8(f)(ix) shall apply unless (A) “Reference Obligation Only” has been specified as the Deliverable Obligation Category in the applicable Pricing Supplement, (B) in the case of a Consent Required Loan, “Partial Cash Redemption of Consent Required Loans” is specified as being applicable in the applicable Pricing Supplement (in which case Condition 8(f)(vi) (*Partial Cash Redemption of Consent Required Loans*) shall apply), (C) in the case of an Assignable Loan, “Partial Cash Redemption of Assignable Loans” is specified as being applicable in the applicable Pricing Supplement (in which case Condition 8(f)(vii) (*Partial Cash Redemption of Assignable Loans*)) shall apply), (D) in the case of a Direct Loan Participation, “Partial Cash Redemption of Participation” is specified as being applicable in the applicable Pricing Supplement (in which case Condition 8(f)(viii) (*Partial Cash Redemption of Participations*) shall apply) or (E) in any case, such failure to Deliver is due to an event described in Condition 8(f)(v) (*Partial Cash Redemption due to Impossibility or Illegality*) (in which case Condition 8(f)(v) (*Partial Cash Redemption due to Impossibility or Illegality*) shall apply).
- (B) If the Bank has failed to obtain the requisite consents to Deliver a Loan specified in the Notice of Physical Settlement or any NOPS Amendment Notice, at any time following the Loan Alternative Procedure Start Date, the Bank may Deliver, in lieu of all or part of such Loan, any, subject to “Restructuring Maturity Limitation and Fully Transferable Obligation” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation”, Bond that is Transferable and Not Bearer or any Assignable Loan, in either case selected by the Bank and having on both the Physical Redemption Date and the Delivery Date each of the Deliverable Obligation Characteristics (other than Consent Required Loan or Direct Loan Participation), if any, specified in the applicable Pricing Supplement and otherwise satisfying the requirements to constitute a Deliverable Obligation (and such instrument shall be deemed specified in the NOPS Amendment Notice which will be effective notwithstanding the fact that it is deemed specified after the Physical Redemption Date).

(x) *Partial Cash Redemption Terms and Fallback Cash Redemption Terms*

The following terms apply for the purposes of the partial cash redemption terms referred to in Condition 8(f)(v) (*Partial Cash Redemption due to Impossibility or Illegality*) to 8(f)(ix) (*Alternative Procedures Relating to Loans not Delivered*) and for the purposes of the fallback cash redemption terms referred to in Condition 8(f)(i)(F) (*Delivery of Physical Redemption Assets*) and Condition 8(i)(ii) (*Continuing Redemption Failure Event*):

- (A) If “Cash Redemption” is deemed to apply pursuant to 8(f)(v) (*Partial Cash Redemption due to Impossibility or Illegality*) to 8(f)(ix) (*Alternative Procedures Relating to Loans not Delivered*) or applies pursuant to Condition 8(f)(i)(F) (*Delivery of Physical Redemption Assets*) or Condition 8(i)(ii) (*Continuing Redemption Failure Event*) when “Fallback Cash Redemption” is specified to apply in the applicable Pricing

Supplement, the Bank shall pay in respect of the portion of the Physical Redemption Assets corresponding to the applicable Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation or Unassignable Obligation (each an “**Undeliverable Deliverable Obligation**”), the Partial Cash Redemption Amount on the Partial Cash Redemption Date, and in respect of the Physical Redemption Assets which cannot be delivered as described in Condition 8(f)(i)(F) (*Delivery of Physical Redemption Assets*) or Condition 8(i)(ii) (*Continuing Redemption Failure Event*) (each an “**Undelivered Deliverable Obligation**”), the Fallback Cash Redemption Amount on the Fallback Cash Redemption Date (each as determined in accordance with this Condition 8(f)(x));

- (B) “**Partial Cash Redemption Amount**” means, for each Undeliverable Deliverable Obligation, as the case may be, an amount calculated by the Calculation Agent equal to the greater of (1)(I) the Outstanding Principal Balance, the Due and Payable Amount or the Currency Amount, as applicable, of each Undeliverable Deliverable Obligation, as the case may be, multiplied by (II) either (aa) if one or more Auctions are held by the Credit Derivatives Determinations Committee in respect of the Reference Entity, the Auction Final Price or (bb) if the Calculation Agent so determines (in its discretion, acting in a commercially reasonable manner), the Final Price with respect to such Undeliverable Deliverable Obligations, as the case may be, less, unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement (III) Unwind Costs, if any, and (2) zero;
- (C) “**Partial Cash Redemption Date**” and “**Fallback Cash Redemption Date**” means the date as selected by the Bank up to and including the date falling 10 Business Days after the calculation of the Final Price or, as applicable, the Auction Final Price Determination Date;
- (D) “**Fallback Cash Redemption Amount**” has the same meaning as set out in “Partial Cash Redemption Amount”, provided that each reference therein to “Undeliverable Deliverable Obligation” shall be deemed to be a reference to “Undelivered Deliverable Obligation”;
- (E) “**Reference Obligation**” means, in respect of the determination of the Partial Cash Redemption Amount, each Undeliverable Deliverable Obligation and, in respect of the determination of the Fallback Cash Redemption Amount, each Undelivered Deliverable Obligation;
- (F) “**Valuation Date**” means the date that is two Business Days after the Latest Permissible Physical Settlement Date;
- (G) “**Valuation Method**” means Highest or, if fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), Market Value;
- (H) “**Quotation Method**” means Bid;
- (I) “**Quotation Amount**” means, with respect to each type or issue of Undeliverable Deliverable Obligation or Undelivered Deliverable Obligation, an amount equal to the Outstanding Principal Balance or Due and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency which shall be converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Deliverable Obligation or Undelivered Deliverable Obligation



(as applicable), as the case may be. The Calculation Agent may in its discretion, acting in a commercially reasonable manner, round up or down the Quotation Amount for the purposes of seeking a Quotation;

- (J) There shall be no Minimum Quotation Amount;
- (K) **“Valuation Time”** means the time specified as such in the applicable Pricing Supplement, or if no such time is specified, the time specified by the Calculation Agent in good faith and in a commercially reasonable manner during the period in which the principal market is open;
- (L) **“Market Value”** means, with respect to an Undeliverable Deliverable Obligation or an Undelivered Deliverable Obligation (as applicable), on a Valuation Date, (1) if more than three Full Quotations are obtained the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the same highest and lowest values (and, if more than one such Full Quotations have the same highest and lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (2) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (3) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations; (4) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (5) if Indicative Quotations are applicable and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and, if more than one such Indicative Quotations have the same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded); (6) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to sub-paragraph (2) of the definition of “Quotation” below, an amount that the Calculation Agent shall determine on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation, or, if applicable, three Indicative Quotations are obtained; and (7) if fewer than two Full Quotations are obtained, no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Deliverable Obligation or Undelivered Deliverable Obligation (as applicable), as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day;
- (M) **“Quotation”** means each Full Quotation, the Weighted Average Quotation, and, if Indicative Quotations are specified as applying in the applicable Pricing Supplement, each Indicative Quotation obtained and expressed as a percentage of the Reference Obligation’s Outstanding Principal Balance or Due and Payable Amount, as applicable, with respect to a Valuation Date in the manner that follows:

- (1) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then, on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date), the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the applicable Pricing Supplement, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.
  - (2) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Pricing Supplement, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Deliverable Obligations or Undelivered Deliverable Obligation (as applicable), as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.
  - (3) All Quotations shall be obtained in accordance with the specification or determination made pursuant to Condition 8(b)(v) (*Accrual of Interest on Credit Event*);
- (N) “**Indicative Quotation**” means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Deliverable Obligation or Undelivered Deliverable Obligation (as applicable), as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer’s reasonable assessment of the price of such Undeliverable Deliverable Obligation or Undelivered Deliverable Obligation (as applicable), as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates; and
- (O) Indicative Quotations shall be applicable under this Condition 8(f)(x) only if these partial cash settlement terms or fallback cash redemption terms apply due to the occurrence of an event giving rise to an impossibility or illegality under Condition 8(f)(v) (*Partial Cash Redemption due to Impossibility or Illegality*) or a Continuing Redemption Failure Event under Condition 8(i)(ii) (*Continuing Redemption Failure Event*).
- (P) The Calculation Agent shall determine based on the then current market practice in the market of the relevant Undeliverable Obligation, Undeliverable Loan Obligation, Undeliverable Participation, Unassignable Obligation or Undelivered Deliverable

Obligation, whether such Quotations shall include or exclude accrued but unpaid interest.

(xi) *Asset Package Delivery*

- (A) If an Asset Package Credit Event occurs and an obligation which would be a Prior Deliverable Obligation or a Package Observable Bond for the purposes of the Notes results in an Asset Package, then “Asset Package Delivery” will apply unless (1) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Event Determination Date, (2) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event, or (3) the Reference Entity is a Sovereign and “Sovereign Reference Entity No Asset Package Delivery” is specified as “Applicable” in the applicable Pricing Supplement.
- (B) If Asset Package Delivery applies, (1) Delivery of a Prior Deliverable Obligation or a Package Observable Bond forming part of the Physical Redemption Assets which is specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (2) the definition of “Deliver” shall be deemed to apply to each Asset in the Asset Package, provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for this purpose, (3) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Bank has notified the Issue and Paying Agent of the detailed description of the Asset Package that it intends to Deliver in accordance with the definition of “Notice of Physical Settlement”, (4) the Bank may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (5) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value.
- (C) Notwithstanding the preceding sub-paragraphs of this Condition 8(f)(xi), the Bank may elect in lieu of delivering all or any part of the Asset Package (such assets, the “**Non-Deliverable Asset Package**”) as Physical Redemption Assets to pay to the Noteholders the Asset Market Value of the Non-Deliverable Asset Package, converted, if necessary, into the currency of denomination of the Notes at the prevailing market rate of exchange determined by the Calculation Agent in good faith (such cash payment the “**Asset Package Cash Redemption Amount**”). Payment of the Asset Package Cash Redemption Amount shall be made on or before the tenth Business Day following determination of the Asset Market Value of the Non-Deliverable Asset Package.

(g) *Cash Redemption Terms*

(i) *Redemption of Credit Linked Notes where Cash Redemption applies*

Notwithstanding anything to the contrary in Condition 14 (*Redemption and Purchase*) and unless previously redeemed or purchased and cancelled, and subject to Condition 8(j) (*Effect of DC Announcements*) if (i) “Cash Redemption” is specified as the Credit Event Redemption

Method in the applicable Pricing Supplement, or (ii) Cash Redemption is deemed to take place under the terms relating to Physical Redemption in Condition 8(f) (*Physical Redemption Terms*), or (iii) Cash Redemption is applicable as the Fallback Redemption Method in accordance with the Auction Redemption Terms in Condition 8(e) (*Auction Redemption Terms*), then, following the occurrence of a Relevant Event Determination Date:

- (A) subject to sub-paragraph (B) of this Condition 8(g)(i), the Bank shall, subject as aforesaid, redeem:
- (1) each Note in whole on the relevant Cash Redemption Date at the Cash Redemption Amount; or
  - (2) if the Notes are Linear Basket Notes, (I) a portion of the principal amount of each Note equal to the Applicable Proportion determined by reference to the Reference Entity Notional Amount of the Reference Entity in respect of which the Credit Event occurred on the relevant Cash Redemption Date at the Cash Redemption Amount and (II) the remaining portion of each Note at its *pro rata* Final Redemption Amount on the Scheduled Maturity Date; or
  - (3) if the Credit Event is an M(M)R Restructuring Credit Event, (I) a portion of the principal amount of each Note equal to the Applicable Proportion determined by reference to the Exercise Amount specified in the Credit Event Notice relating to the relevant Credit Event on the relevant Cash Redemption Date at the Cash Redemption Amount and (II) the remaining portion of each Note at its *pro rata* Final Redemption Amount on the Scheduled Maturity Date; and
- (B) in the case of Notes to which Credit Payment on Maturity applies, the Bank shall redeem each Note in whole on the later to occur of (1) the Cash Redemption Date in respect of the relevant Reference Entity and a Credit Event and (2) the Scheduled Maturity Date (the “**Final Cash Redemption Date**”) at the Final Cash Redemption Amount.

Payment by the Bank of the Cash Redemption Amount shall fully and effectively discharge the Bank’s obligation to redeem the Applicable Proportion of the relevant Note and payment by the Bank of the Final Cash Redemption Amount shall fully and effectively discharge the Bank’s obligation to redeem the Note.

(ii) *Determination of the Final Price*

- (A) On the Valuation Date, the Calculation Agent shall commence determination of the Final Price using the Deliverable Obligations to be valued selected in its discretion, acting in a commercially reasonable manner.
- (B) If:
- (1) “Include Accrued Interest” is specified in the applicable Pricing Supplement, the Outstanding Principal Balance of the Deliverable Obligations shall include accrued but unpaid interest;
  - (2) “Exclude Accrued Interest” is specified in the applicable Pricing Supplement, the Outstanding Principal Balance of the Deliverable Obligations shall not include accrued but unpaid interest; or
  - (3) neither “Include Accrued Interest” nor “Exclude Accrued Interest” is specified in the applicable Pricing Supplement, the Calculation Agent shall determine, based on the then current market practice in the market of the Deliverable

Obligation whether the Outstanding Principal Balance of the Deliverable Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof,

the Calculation Agent shall, as soon as reasonably practicable after obtaining all Quotations for a Valuation Date, notify the Bank and the Issue and Paying Agent in writing of each such Quotation that it receives in connection with the calculation of the Final Price together with a written computation showing such calculation and including the information specified in sub-paragraph (F) of Condition 8(q)(i) (*Notices required to be delivered*) and the Issue and Paying Agent will deliver a copy of such notice to the Noteholders in accordance with Condition 23 (*Notices*) (provided that any failure to give such notice to Noteholders shall not affect any determination made by the Bank or Calculation Agent or the rights of the Bank to redeem the Credit Linked Notes (or, if the Notes are Linear Basket Notes, or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof)).

- (C) If an Asset Package Credit Event has occurred, (I) valuation of a Prior Deliverable Obligation or Package Observable Bond specified in the notice to the Issue and Paying Agent may be satisfied by valuation of the related Asset Package and such Asset Package shall be treated as having the same currency and Outstanding Principal Balance as that of the Prior Deliverable Obligation or Package Observable Bond, as applicable, to which it corresponds immediately prior to the Asset Package Credit Event, (II) if the Asset Package is zero, a Quotation shall be deemed to have been obtained for the Outstanding Principal Balance of the Prior Deliverable Obligation or Package Observable Bond (as applicable) equal to zero, and (III) for any other Asset Package the Calculation Agent shall determine the value of the Asset Package in its sole and absolute discretion and a Quotation shall be deemed to have been obtained for such valuation provided that the Calculation Agent may obtain Quotations for some or all of the components of the Asset Package and/or take account of any method of determining the Asset Market Value of any Asset that is a Non-Transferable Instrument or a Non-Financial Instrument that may be published by the DC Secretary.

(h) *Redemption Upon Merger Event*

If "Redemption Following Merger" is specified as being applicable in the applicable Pricing Supplement, then:

- (i) If at any time the Bank becomes aware that any Noteholder is a Reference Entity, the Bank may, in its sole and absolute discretion, elect to redeem all of the Credit Linked Notes of that Noteholder at their Early Redemption Amount (and the Final Redemption Amount shall, notwithstanding this Condition 8, be zero).
- (ii) In the event that the Bank and/or the Calculation Agent determines, in its discretion, acting in a commercially reasonable manner, that a Merger Event has occurred, the Bank may give notice to the Noteholders in accordance with Condition 23 (*Notices*) and redeem or cancel, as applicable, all of the Credit Linked Notes at their Early Redemption Amount and the Final Redemption Amount shall, notwithstanding this Condition 8, be zero.

The Bank shall not be responsible for monitoring the identity of each Noteholder from time to time for the purpose of enabling the Bank to exercise its rights hereunder or otherwise.

(i) *Redemption Failure Event*

- (i) If a Redemption Failure Event has occurred and exists on the Scheduled Maturity Date or Redemption Date, the obligation of the Bank to pay the Auction Redemption Amount, the Cash Redemption Amount, the Final Auction Redemption Amount, the Final Cash Redemption Amount or to Deliver the Physical Redemption Assets or part thereof, as the case may be, will be postponed without further act or notice and such payment or Delivery will be made on a Business Day selected by the Bank on which such Redemption Failure Event no longer exists, provided that, if such Redemption Failure Event continues to exist on the tenth Business Day after the Scheduled Maturity Date or Redemption Date or other scheduled payment or delivery date (including a date scheduled to be the Delivery Date) in respect of an amount required to be paid or Deliverable Obligations to be Delivered (as the case may be), the Noteholder may request the Bank in writing to make payment of such amount to such account or to such other person as the Noteholder specifies, provided that, the Bank first receives an irrevocable and unconditional release and indemnity in respect of liabilities arising therefrom to its sole and absolute satisfaction.
- (ii) *Continuing Redemption Failure Event*
  - (A) Notwithstanding anything to the contrary in these Conditions but subject to sub-paragraph (B) below, if the Bank determines (in its discretion, acting in a commercially reasonable manner) that such Redemption Failure Event continues to exist on the 90<sup>th</sup> calendar day after the Scheduled Maturity Date or Redemption Date or other scheduled payment or delivery date (including a date scheduled to be the Delivery Date) (a “**Continuing Redemption Failure Event**”) in respect of an amount required to be paid where the Noteholder has not elected for payment to be made to a third party (if applicable) in accordance with sub-paragraph (i) above, or Deliverable Obligations to be Delivered (as the case may be), no such payment or Delivery will be made by the Bank and the Bank’s obligations to the Noteholder hereunder will be deemed to be fully discharged as of that date.
  - (B) Notwithstanding sub-paragraph (A) above, if a Continuing Redemption Failure Event occurs as a result of the circumstances described in sub-paragraph (c) of the definition of “Redemption Failure Event”, and “Fallback Cash Redemption” is specified to apply in the applicable Pricing Supplement, the Bank shall apply “Cash Redemption” pursuant to the fallback cash redemption terms in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*) with respect to the Deliverable Obligations that have not been Delivered.
- (iii) Any postponement or deemed discharge of payment pursuant to this Condition 8(i) will not constitute a default hereunder (including for the purpose of Condition 17 (*Events of Default*)) and will not entitle the relevant Noteholder to any additional interest or other payment as a result thereof. For the avoidance of doubt, the provisions of this Condition 8(i)(iii) are in addition to any provisions of Condition 8(f) (*Physical Redemption Terms*) above regarding, *inter alia*, the failure to Deliver Deliverable Obligations.
- (j) *Effect of DC Announcements*
  - (i)
    - (A) *Reversal of DC Credit Event Announcement*

If an Event Determination Date is subsequently reversed prior to the relevant Auction Final Price Determination Date, a Valuation Date, a Redemption Date (or, if earlier, a Delivery Date) or the Scheduled Maturity Date, a Credit Event shall be deemed not to

have occurred with respect to the Reference Entity for the purposes of this Condition 8.

(B) *Linear Basket Notes*

Where the Notes are Linear Basket Notes, an Event Determination Date may occur in respect of each Reference Entity comprised in the basket provided that, other than in respect of a Restructuring, an Event Determination Date shall apply only once to each such Reference Entity.

(C) *Reversal of DC Resolutions relating to Successors*

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

(ii) *Redemption Suspension*

If, following the occurrence of a Relevant Event Determination Date but prior to the relevant Redemption Date, Delivery Date or, to the extent applicable, a Valuation Date in respect of a Reference Entity, there is an Applicable DC Credit Event Meeting Announcement, all timing requirements in this Condition 8 that pertain to settlement shall toll and remain suspended until the date of the Applicable DC Credit Event Announcement or Applicable DC Credit Event Question Dismissal, as applicable. During such suspension period, the Bank is not obliged to take any action in connection with the settlement of such Credit Event or the redemption, if any, of the Credit Linked Notes. Once the relevant DC Credit Event Announcement or DC Credit Event Question Dismissal has occurred, the relevant timing requirements that pertain to settlement that have previously tolled or been suspended shall resume on the Business Day following such public announcement by the DC Secretary with the Bank having the benefit of the full day notwithstanding when the tolling or suspension began. The Bank shall deliver, or cause the Issue and Paying Agent to deliver, a notice (a “**Redemption Suspension Notice**”) in accordance with Condition 23 (*Notices*) to the Noteholders giving notice of any suspension or resumption of timing requirements pursuant to this Condition 8(j).

(k) *Principal Protected Redemption Terms*

Subject to Condition 8(j) (*Effect of DC Announcements*), if “Principal Protected Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement and a Relevant Event Determination Date occurs then, unless previously redeemed or purchased and cancelled, redemption of the Credit Linked Notes shall take place by payment by the Bank of (a) if Credit Payment on Maturity applies, the Applicable Proportion of the Principal Protected Amount and the outstanding portion of each Note (if any) at its *pro rata* Final Redemption Amount (as determined by the Calculation Agent) on the Final Cash Redemption Date and (b) if Credit Payment on Maturity does not apply, the Applicable Proportion of the Principal Protected Amount on the Cash Redemption Date and the outstanding portion of each Note (if any) at its *pro rata* Final Redemption Amount (as determined by the Calculation Agent) on the Scheduled Maturity Date. For the avoidance of doubt, nothing in this Condition 8(k) shall prejudice the provisions of Condition 8(b) (*Interest on Credit Linked Notes*).

(l) *Fixed Recovery Redemption Terms*

(i) *Redemption at the Fixed Recovery Redemption Amount*

Subject to Condition 8(j) (*Effect of DC Announcements*), unless previously redeemed or purchased and cancelled, if “Fixed Recovery Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement, then following the occurrence of a Relevant Event Determination Date, redemption of the Credit Linked Notes (or, if the Credit Linked Notes are Linear Basket Notes or if the Credit Event is an M(M)R Restructuring Credit Event, the Applicable Proportion thereof) shall take place in accordance with Condition 8(g) (*Cash Redemption Terms*), provided that the Cash Redemption Amount or Final Cash Redemption Amount (if “Credit Payment on Maturity” applies) shall be determined using the Fixed Recovery Percentage specified in the applicable Pricing Supplement instead of the Final Price, as further set out in the definitions of Cash Redemption Amount and Final Cash Redemption Amount in Condition 8(s) (*Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method*).

(ii) *Fixed Recovery Percentage of zero*

If the Fixed Recovery Percentage is zero, following the occurrence of a Relevant Event Determination Date, the occurrence of the Fixed Recovery Redemption Date shall fully and effectively discharge the Bank’s obligation to redeem the Applicable Proportion of the relevant Note.

(m) *Successor Provisions*

(i) *Successor Determinations*

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after delivery of a Successor Notice and with effect from the Succession Date, any Successor or Successors provided that the Calculation Agent will not make such determination if, at the time of the determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

The Calculation Agent will make all calculations and determinations required to be made under this definition on the basis of Eligible Information and will notify the Issue and Paying Agent of any such calculation or determination as soon as practicable. In calculating the percentages used to determine whether an entity qualifies as a Successor under sub-paragraph (i) of this Condition 8(m), if there is a Steps Plan, the Calculation Agent shall consider all related successions in respect of such Steps Plan in aggregate as if forming part of a single succession.

(ii) *Multiple Successors*

Following a Succession Date, if more than one Successor has been identified, the Credit Linked Notes will be amended without the consent of the Noteholders to reflect the following terms:

- (A) each Successor will be a Reference Entity and more than one Credit Event may occur during the Term of the Credit Linked Notes but, subject to Condition 8(d) (*Credit Event Notice after M(M)R Restructuring*), once only in relation to each Successor;
- (B) where a Credit Event occurs in respect of a Reference Entity after such Succession Date, the Credit Linked Notes will not redeem in whole in respect of a Successor but instead the provisions of this Condition 8 shall be deemed to apply to the nominal amount represented by that Reference Entity only (the “**Partial Nominal Amount**”), the Credit Linked Notes shall, thereafter, be redeemed in part (such redeemed part



being equal to a Noteholder's *pro rata* share of the Partial Nominal Amount) (provided that if Credit Payment on Maturity applies, such partial redemption shall occur only on the Final Cash Redemption Date or Final Auction Redemption Date) and this Condition 8 and/or the applicable Pricing Supplement shall be construed accordingly. Following such event, the Credit Linked Notes shall remain outstanding in an amount equal to the Aggregate Nominal Amount of the Credit Linked Notes minus the Partial Nominal Amount and interest shall accrue on any remaining amount only (in accordance with this Condition 8, adjusted in such manner as the Calculation Agent in its discretion, acting in a commercially reasonable manner, determines to be appropriate to reflect the economic effects of the identification of more than one Successor); and

- (C) with respect to Linear Basket Notes only, the Reference Entity Notional Amount of the original Reference Entity will be divided equally between the number of Successors and the Calculation Agent shall determine the relevant type of Reference Entity (including any relevant Obligation and Deliverable Obligation Category and Deliverable Obligation Characteristics in its discretion, acting in a commercially reasonable manner) by reference to market practice in such type of Reference Entity. If a single entity would be a Reference Entity hereunder more than once, then it will be deemed to be a Reference Entity only once, and the Reference Entity Notional Amount for such Reference Entity will be the sum of the Reference Entity Notional Amounts otherwise applicable to it (and such change shall have no effect on the Aggregate Nominal Amount of the Linear Basket Notes).

(iii) *Exchange Offer*

In the case of an exchange offer, the determination required pursuant to sub-paragraph (a) of the definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.

(iv) *Joint Potential Successors*

If two or more entities (each, a "**Joint Potential Successor**") jointly succeed to a Relevant Obligation (the "**Joint Relevant Obligation**") either directly or as a provider of a Relevant Guarantee, then (1) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (2) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

(v) *Eligible Successors*

An entity may only be a Successor if:

- (A) either (1) the related Succession Date occurs on or after the Successor Backstop Date, or (2) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;
- (B) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and

(C) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligations by way of a Sovereign Succession Event.

(vi) *Surviving Reference Entity*

Save as otherwise provided in the applicable Pricing Supplement, where any Reference Entity (the “**Surviving Reference Entity**”) (other than a Reference Entity that is subject to a succession) would be a Successor to any other Reference Entity (the “**Legacy Reference Entity**”) pursuant to a succession through the application of the foregoing provisions, (A) if Fixed Number of Reference Entities is not specified as applying in the applicable Pricing Supplement, such Surviving Reference Entity shall be deemed a Successor to the Legacy Reference Entity or (B) if Fixed Number of Reference Entities is specified as applying in the applicable Pricing Supplement, such Surviving Reference Entity shall be deemed not to be a Successor to the Legacy Reference Entity and the Calculation Agent shall select an additional entity to constitute a Reference Entity in replacement of the Legacy Reference Entity (such entity an “**Additional Reference Entity**”) such that the number of Reference Entities in respect of the Credit Linked Notes, prior to the succession is equal to the number of Reference Entities following the succession. Each Additional Reference Entity shall be of the same Transaction Type with a comparable credit rating as the Surviving Reference Entity, and shall be principally traded in the credit derivatives market in respect of the same Geographical Region as the relevant Surviving Reference Entity, where “**Geographical Region**” means such region determined in good faith by the Calculation Agent to give best effect to the then current market practice in respect of the Surviving Reference Entity, as determined by the Calculation Agent in its sole and absolute discretion. Any such Additional Reference Entity will be deemed to be a Reference Entity for the purposes of the Notes and all references in this Condition 8 to a “Reference Entity” or “Reference Entities” shall be construed accordingly.

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

(n) *Deliverable Obligations*

(i) *Restructuring Maturity Limitation*

If (1) “Physical Redemption” is specified as the Credit Event Redemption Method and “Mod R” is specified as applicable in the applicable Pricing Supplement and (2) “Restructuring” is the only Credit Event specified in a Credit Event Notice delivered by the Bank, then, unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may only be specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, if it (I) is a Fully Transferable Obligation and (II) has a final maturity date not later than the Restructuring Maturity Limitation Date, in each case, as of the Delivery Date.

(ii) *Modified Restructuring Maturity Limitation*

(A) If (1) “Physical Redemption” is specified as the Credit Event Redemption Method and “Mod Mod R” is specified as applicable in the applicable Pricing Supplement and (2) “Restructuring” is the only Credit Event specified in a Credit Event Notice delivered by the Bank, then, unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Deliverable Obligation may only be specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, if it (i) is a Conditionally Transferable Obligation

and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of the Delivery Date. Notwithstanding the foregoing, for purposes of this paragraph, in the case of a Restructured Bond or Loan with a final maturity date on or prior to the 10-year Limitation Date, the final maturity date of such Bond or Loan shall be deemed to be the earlier of such final maturity date or the final maturity date of such Bond or Loan immediately prior to the relevant Restructuring.

- (B) Where Modified Restructuring Maturity Limitation applies and a Deliverable Obligation specified in the Notice of Physical Settlement (or in any NOPS Amendment Notice, if applicable) is a Conditionally Transferable Obligation with respect to which consent is required to novate, assign or transfer, and the requisite consent is refused (whether or not a reason is given for such refusal and, where a reason is given for such refusal, regardless of that reason), or is not received by the Physical Redemption Date (in which case it shall be deemed to have been refused), the Bank shall promptly notify the Issue and Paying Agent of such refusal (or deemed refusal) and if the Noteholder does not designate a third party or the Noteholder does not take Delivery on or prior to the Loan Alternative Procedure Start Date, then Condition 8(f)(ix) (*Alternative Procedures Relating to Loans not Delivered*) shall apply.

(iii) *Determination of Final Maturity Date*

For the purposes of making a determination under sub-paragraph (i) or (ii)(A) of this Condition 8(n), the relevant final maturity date shall, subject to the definition of “Conditionally Transferable Obligation” and Condition 8(r)(viii) (*Fully Transferable Obligation and Conditionally Transferable Obligation*), be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

(iv) *Multiple Holder Obligation*

Unless “Multiple Holder Obligation” is specified to be not applicable in the applicable Pricing Supplement, then none of the events described in sub-paragraphs (a) to (d) of the definition of “Restructuring” shall constitute a Restructuring unless the Obligation is a Multiple Holder Obligation, where “**Multiple Holder Obligation**” means an Obligation that (1) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (2) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to sixty-six and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event (provided that sub-paragraph (2) shall be deemed to be satisfied where the Obligation is a Bond).

(o) *Reference Obligation*

(i) *Standard Reference Obligation and Non-Standard Reference Obligation*

- (A) If “Standard Reference Obligation” is specified as applicable in the applicable Pricing Supplement, then the Reference Obligation for the relevant Reference Entity will be the Standard Reference Obligation which is the obligation of the relevant Reference Entity with the relevant Seniority Level specified from time to time on the SRO List published by ISDA on its website at [www.isda.org](http://www.isda.org) from time to time (or any successor website thereto) or by a third party designated by ISDA for such purposes.

- (B) If “Standard Reference Obligation” is not specified as applicable in the applicable Pricing Supplement, then the Reference Obligation(s) for the relevant Reference Entity will be each Non-Standard Reference Obligation specified in the applicable Pricing Supplement for such Reference Entity.
- (ii) *Substitute Reference Obligation*
- (A) If a Substitution Event has occurred with respect to a Non-Standard Reference Obligation, the Calculation Agent may identify a Substitute Reference Obligation in accordance with sub-paragraphs (C), (D) and (E) of this Condition 8(o)(ii) to replace such Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.
- (B) If any of the events set forth under sub-paragraph (a) or (c) of the definition of “Substitution Event” have occurred with respect to a Non-Standard Reference Obligation, such Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the “Not Subordinated” Obligation Characteristic or “Not Subordinated” Deliverable Obligation Characteristic and sub-paragraph (C)(2) of this Condition 8(o)(ii)). If the event set forth in sub-paragraph (b) of the definition of “Substitution Event” has occurred with respect to a Non-Standard Reference Obligation and no Substitute Reference Obligation is available, such Non-Standard Reference Obligation will continue to be a Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under sub-paragraph (a) or (c) of the definition of “Substitution Event” occur with respect to such Non-Standard Reference Obligation.
- (C) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:
- (1) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);
  - (2) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and
  - (3)
    - (I) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:
      - a. is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of “Deliverable Obligation”; or if no such obligation is available,
      - b. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of “Deliverable Obligation”;
    - (II) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-

Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:

- a. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available;
- b. is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of "Deliverable Obligation"; or if no such obligation is available,
- c. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
- d. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of "Deliverable Obligation"; or

(III) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:

- a. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,
- b. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,
- c. is a Deliverable Obligation (other than a Loan) determined in accordance with sub-paragraph (a) of the definition of "Deliverable Obligation"; or if no such obligation is available,
- d. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of "Deliverable Obligation".

(D) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in sub-paragraph (C) of this Condition 8(o)(ii), the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Bank under the relevant Series, as determined by the Calculation Agent. The Calculation Agent will (if a Substitute Reference Obligation has not been identified) notify the Issue and Paying Agent of a Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with sub-paragraph (C) of this Condition 8(o)(ii) and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.

(E) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation then, subject to sub-paragraph (A) of this Condition 8(o)(ii) and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with sub-paragraph (B) of this Condition 8(o)(ii), the Calculation Agent may continue to attempt to identify the Substitute Reference Obligation.

(iii) *Reference Obligation Only Series*

- (A) If the event set out in sub-paragraph (a) of the definition of “Substitution Event” occurs with respect to the Reference Obligation in a Series of Notes in respect of a Reference Entity to which “Reference Obligation Only” applies, and such Reference Obligation is the only Reference Obligation for such Reference Entity, the Applicable Proportion of the Notes shall be redeemed at the fair market value of the Applicable Proportion of the Notes determined by the Bank as at the Substitution Event Date and, unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement, adjusted to take into account any Unwind Costs, if applicable (the “**Substitution Event Redemption Amount**”). The Bank shall deliver, or cause the Issue and Paying Agent to deliver, a notice in accordance with Condition 23 (*Notices*) to the Noteholders stating the occurrence of such Substitution Event and setting out the Redemption Date in respect thereof, which shall be a date not earlier than the relevant Substitution Event Date.
- (B) Notwithstanding the definition of “Substitute Reference Obligation” (1) no Substitute Reference Obligation shall be determined in respect of the Reference Obligation for a Reference Entity to which “Reference Obligation Only” applies, and (2) if the events set out in sub-paragraph (b) or (c) of the definition of “Substitution Event” occur with respect to the Reference Obligation to which “Reference Obligation Only” applies, such Reference Obligation shall continue to be the Reference Obligation.

(iv) *DC Substitute Reference Obligation Resolution*

Notwithstanding the provision of Condition 8(o)(ii) (*Substitute Reference Obligation*), the Calculation Agent may, but shall not be obliged to, select as the Substitute Reference Obligation for a Series of Notes an obligation of the relevant Reference Entity which is determined by DC Resolution to be the Substitute Reference Obligation to a Non-Standard Reference Obligation.

(p) *Calculation Agent*

- (i) The “Calculation Agent” responsible for making calculations and determinations in respect of the Credit Linked Notes and for the purposes of this Condition 8 shall be the entity specified as such in the applicable Pricing Supplement. Except as otherwise specified in the applicable Pricing Supplement, any determination, discretion or calculation of the Bank or the Calculation Agent as may be specified in this Condition 8 will be made at the discretion, acting in a commercially reasonable manner, of the Bank or the Calculation Agent, as applicable, and neither the Bank nor the Calculation Agent assume any obligation to, or relationship of agency or trust with, any Noteholders or any other person and shall be (save in the case of manifest error at the time the relevant determination is made) final and binding on the Noteholders. Furthermore, each Noteholder agrees that neither the Bank nor the Calculation Agent is acting as fiduciary for or as an advisor to such Noteholder and acts in all respects as an arm’s length contractual counterparty in respect of its duties as Bank or Calculation Agent. In making any such determination or calculation or exercising any such discretion, neither the Bank nor Calculation Agent shall be required to take into account any person’s interest other than its own.

In addition, whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes including, without limitation, the giving of any notice by it to any person shall not affect the validity or binding nature of any later performance or exercise

of such obligation or discretion, and none of the Calculation Agent and the Bank shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

- (ii) The Calculation Agent is responsible for, *inter alia*:
  - (A) determining a Successor or Successors and making any other determinations required to be made under Condition 8(m) (*Successor Provisions*);
  - (B) determining whether (1) the aggregate amounts due under any Reference Obligation have been materially reduced by redemption or otherwise (other than due to any scheduled redemption, amortisation or prepayments), (2) any Reference Obligation is an Underlying Obligation with a Qualifying Guarantee of a Reference Entity and, other than due to the existence or occurrence of a Credit Event, the Qualifying Guarantee is no longer a valid and binding obligation of such Reference Entity enforceable in accordance with its terms, or (3) for any reason other than as described in (1) or (2) above and other than due to the existence or occurrence of a Credit Event, any Reference Obligation is no longer an obligation of a Reference Entity;
  - (C) identifying and determining a Substitute Reference Obligation;
  - (D) in the event that multiple Credit Event Notices with respect to an M(M)R Restructuring Credit Event are delivered pursuant to Condition 8(d) (*Credit Event Notice after M(M)R Restructuring*), making any modifications required pursuant to that Condition;
  - (E) obtaining Quotations (and, if necessary, determining whether such Quotations shall include or exclude accrued but unpaid interest) and determining the Final Price in accordance with the applicable Valuation Method;
  - (F) converting the Quotation Amount into the relevant Obligation Currency;
  - (G) determining the Quotation Dealers (where none have been specified in the applicable Pricing Supplement) and substituting Quotation Dealers;
  - (H) determining the Currency Rate;
  - (I) determining the number of Business Days in each Physical Settlement Period;
  - (J) determining the Outstanding Principal Balance or Due and Payable Amount the Deliverable Obligations to be included in the Physical Redemption Assets;
  - (K) if "Include Accrued Interest" is specified in the applicable Pricing Supplement with respect to Deliverable Obligations, determining accrued but unpaid interest; and
  - (L) determining whether a Merger Event has occurred.
- (iii) Except as otherwise expressly specified herein or in the applicable Pricing Supplement, whenever the Calculation Agent is required to act or to exercise judgment, it will do so in good faith and in a commercially reasonable manner.
- (iv) The Calculation Agent shall as soon as practicable after making any of the determinations specified in sub-paragraphs (ii)(A) to (L) of this Condition 8(p) notify the Bank of such determination.
- (v) If any of the matters set out in this Condition 8(p) are decided and/or determined by a Credit Derivatives Determinations Committee, the Calculation Agent may follow such decision or determination to the extent such decision and/or determination is applicable to any Credit Linked Notes. In certain circumstances, the Calculation Agent shall be required to follow the

decisions or determinations of a Credit Derivatives Determinations Committee or determinations made by the Calculation Agent may be overridden by subsequent determinations made by a Credit Derivatives Determinations Committee.

- (vi) Notwithstanding anything to the contrary in these Conditions, the Calculation Agent may from time to time amend any provisions of this Condition 8 or the Credit Linked Notes to incorporate and/or reflect further or alternative documents published by ISDA or the DC Secretary with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by the Credit Derivatives Determinations Committee which the Calculation Agent and the Bank determine in a commercially reasonable manner are necessary to reflect market practice for credit derivative transactions. The applicable Pricing Supplement may be amended and restated from time to time to reflect such changes in market convention without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes.

(q) *Notices*

(i) *Notices required to be delivered*

The Bank shall deliver, or may cause the Issue and Paying Agent to deliver, notice to the Noteholders of the following, to the extent required to be delivered pursuant to the terms of the Credit Linked Notes:

- (A) a Credit Event Notice and, if applicable, a Notice of Publicly Available Information;
- (B) a Notice of Physical Settlement and, if applicable, any NOPS Amendment Notice;
- (C) a Successor Notice and, if applicable, details of any amendments to the weighting of each Reference Entity within the Reference Portfolio (provided that no Successor Notice shall be required following a determination by a Credit Derivatives Determinations Committee that a Succession Date has occurred);
- (D) if the terms of any Credit Linked Notes provide for the Reference Portfolio to be amended from time to time other than as a result of the identification of any Successor, details of any amendments to the Reference Portfolio;
- (E) the designation of any Substitute Reference Obligation (provided that (1) no such notice shall be required following a determination by a Credit Derivatives Determinations Committee of a Substitute Reference Obligation has occurred and (2) the failure of the Bank to deliver a notice to the Noteholders pursuant to this Condition 8(q) shall not affect the effectiveness of any designation of such Substitute Reference Obligation by the Calculation Agent (such designation to be in accordance with this Condition 8);
- (F) following the determination of the Cash Redemption Amount with respect to any Credit Linked Notes subject to the provisions of Condition 8(g) (*Cash Redemption Terms*), a notice specifying, to the extent applicable:
  - (1) the Deliverable Obligation(s) which were the subject of the Quotation;
  - (2) the Valuation Date;
  - (3) the Quotation Amount;
  - (4) the Quotations obtained;
  - (5) the Final Price (if applicable);



- (6) the Fixed Recovery Percentage (if applicable);
  - (7) the Principal Protected Amount (if applicable);
  - (8) the Cash Redemption Amount; and
  - (9) if applicable, any Unwind Costs;
- (G) following the determination of the Auction Redemption Amount with respect to any Credit Linked Notes subject to the provisions of Condition 8(e) (*Auction Redemption Terms*), a notice specifying the Auction Redemption Amount (including the Auction Final Price and, if applicable, the Unwind Costs);
- (H) a Notice to Exercise Movement Option;
- (I) a Repudiation/Moratorium Extension Notice; or
- (J) a Redemption Suspension Notice.

(ii) *Effectiveness of Notices*

- (A) Any notice required to be delivered by the Bank to Noteholders in accordance with this Condition 8 shall be deemed to have been delivered to Noteholders upon delivery of such notice (which may be delivered by facsimile, e-mail and/or any other means of communication accepted by the Issue and Paying Agent) to the Issue and Paying Agent. The failure of the Issue and Paying Agent to deliver any such notice to Noteholders shall not affect the effectiveness of any notice delivered by the Bank or the effectiveness of any determinations by the Calculation Agent or the Bank or, as applicable, the right of the Bank to redeem the Credit Linked Notes (or, with respect to Linear Basket Notes, the Applicable Proportion thereof) pursuant to and in accordance with Condition 8(a) (*Redemption of Credit Linked Notes*).
- (B) A notice delivered by the Bank to the Issue and Paying Agent on or prior to 4:00 p.m. (London time) on a Business Day will be effective on such Business Day. A notice delivered after 4:00 p.m. (London time) on a Business Day will be deemed effective on the next following Business Day, regardless of the form in which it is delivered.
- (C) Other than as specified herein, Clauses 8 (*Miscellaneous Duties of the Paying Agents and the Registrar*) and 14 (*Notices*) of the Agency Agreement shall apply to any relevant communications and notices delivered in accordance with this Condition 8.

(iii) *Confidentiality*

Noteholders will treat as confidential any information about a Reference Entity which is designated by the Bank as confidential information and conveyed to the Noteholders for the purposes of identifying the Credit Event or giving rise to its determination of a Credit Event.

- (r) *Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)"*

If this Condition 8(r) is specified as applicable in the applicable Pricing Supplement, the following provisions will apply:

(i) *Obligation and Deliverable Obligation*

Paragraph (a) of the definition of "Obligation" in Condition 8(u) (*Definitions*) and paragraph (a) of the definition of "Deliverable Obligation" in Condition 8(u) (*Definitions*) are hereby amended by adding "or Qualifying Policy" after "or as provider of a Relevant Guarantee".

(ii) *Interpretation of Provisions*

In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, the terms of Condition 8(v)(iv) (*Interpretation of Obligation Characteristics and Deliverable Obligation Characteristics*) will apply, with references to the Relevant Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

- (A) the Obligation Category “Borrowed Money” and the Obligation Category and Deliverable Obligation Category “Bond” shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category “Bond” shall be deemed to include such an Insured Instrument, and the terms “obligation” and “obligor” as used in this Condition 8 in respect of such an Insured Instrument shall be construed accordingly;
- (B) references in the definitions of “Assignable Loan” and “Consent Required Loan” to “the guarantor” and “guaranteeing” shall be deemed to include “the insurer” and “insuring”, respectively;
- (C) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of “Accelerated or Matured”, whether or not that characteristic is otherwise specified as applicable in the applicable Pricing Supplement;
- (D) if the “Assignable Loan”, “Consent Required Loan”, “Direct Loan Participation” or “Transferable” Deliverable Obligation Characteristics are specified in the applicable Pricing Supplement and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;
- (E) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term “maturity”, as such term is used in the “Maximum Maturity” Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur;
- (F) with respect to a Qualifying Policy and an Insured Instrument, only the Qualifying Policy must satisfy on the relevant date or dates the “Not Subordinated” Obligation Characteristic or Deliverable Obligation Characteristic, if applicable.

(iii) *Outstanding Principal Balance*

References in paragraph (a) of the definition of “Outstanding Principal Balance” to a Guarantee, the Underlying Obligation and the Underlying Obligor shall be deemed to include a Qualifying Policy, the Insured Instrument and the Insured Obligor respectively. Any provisions of an Insured Instrument limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument shall be disregarded for the purposes of paragraph (b)(ii) of the definition of “Outstanding Principal Balance” provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

(iv) *Deliver*

For the purposes of the definition of “Deliver” in Condition 8(u) (*Definitions*), “**Deliver**” with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and “**Delivery**” and “**Delivered**” will be construed accordingly.

(v) *Provisions for Determining a Successor*

Condition 8(m)(iv) (*Joint Potential Successors*) and the definition of “Successor” are hereby amended by adding “or Qualifying Policy” after each occurrence of “a Relevant Guarantee”. The paragraph appearing at the end of the definition of “Successor” is hereby amended by adding “or provider of a Qualifying Policy” after “as guarantor or guarantors”.

(vi) *Original Non-Standard Reference Obligation, Substitute Reference Obligation and Substitution Event*

The definition of “Original Non-Standard Reference Obligation”, Condition 8(o)(ii)(C)(1) (*Substitute Reference Obligation*) and paragraph (c) of the definition of “Substitution Event” are hereby amended by adding “or Qualifying Policy” after “a guarantee”.

(vii) *Restructuring*

(A) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, subparagraphs (a) to (e) inclusive of the definition of “Restructuring” in Condition 8(u) (*Definitions*) are hereby amended to read as follows:

- (a) a reduction in the rate or amount of the Instrument Payments in paragraph (A)(x) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
- (b) a reduction in the amount of the Instrument Payments described in paragraph (A)(y) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (a) the payment or accrual of the Instrument Payments described in paragraph (A)(x) of the definition thereof or (b) the payment of the Instrument Payments described in paragraph (A)(y) of the definition thereof, in each case that are guaranteed or insured by the Qualifying Policy;
- (d) a change in the ranking in priority of payment of (a) any Obligation under a Qualifying Policy in respect of Instrument Payments, causing the Subordination of such Obligation to any other Obligation or (b) any Instrument Payments, causing the Subordination of such Insured Instrument to any other instrument in the form of a pass-through certificate or similar funded beneficial interest issued by the Insured Obligor, it being understood that, for this purpose, Subordination will be deemed to include any such change that results in a lower ranking under a priority of payments provision applicable to the relevant Instrument Payments; or
- (e) any change in the currency of any payment of Instrument Payments that are guaranteed or insured by the Qualifying Policy to any currency (other than the

lawful currency of Canada, Japan, Switzerland, the United Kingdom, the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

(B) Paragraph (iv) of the definition of “Restructuring” in Condition 8(u) (*Definitions*) is hereby amended by adding “or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy” at the end thereof.

(C) The definition of “Restructuring” in Condition 8(u) (*Definitions*) is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

“For the purposes of the definitions of “Restructuring” and “Multiple Holder Obligation” in Condition 8(u) (*Definitions*), the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in paragraphs (a) to (e) inclusive of the definition of “Restructuring” shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in paragraphs (i) to (iv) inclusive in the definition of “Restructuring” shall continue to refer to the Reference Entity.”

(viii) *Fully Transferable Obligation and Conditionally Transferable Obligation*

In the event that M(M)R Restructuring is specified as applying in the applicable Pricing Supplement and a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition and, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument. References in the definition of “Conditionally Transferable Obligation” to the guarantor and guaranteeing shall be deemed to include the insurer and insuring, respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term “final maturity date”, as such term is used in Condition 8(n) (*Deliverable Obligations*) and the definition of “Restructuring Maturity Limitation Date”, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

(ix) *Other Provisions*

For purposes of the definitions of “Prohibited Action”, “Credit Event” and “Deliver” in Condition 8(u) (*Definitions*), references to the “Underlying Obligation” and the “Underlying Obligor” shall be deemed to include “Insured Instruments” and the “Insured Obligor”, respectively.

(x) *Additional Definitions*

“**Qualifying Policy**” means a financial guarantee insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this Condition 8(r) (the “**Insured Instrument**”) for which another party (including a special purpose entity or trust) is the obligor (the “**Insured Obligor**”). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment

obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments). The benefit of a Qualifying Policy must be capable of being Delivered together with the Delivery of the Insured Instrument.

**“Instrument Payments”** means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in paragraph (d) below and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

**“Certificate Balance”** means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

(s) *Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method*

In the event that a protocol setting out an alternative settlement or valuation method is published by ISDA (a **“Protocol”**) in relation to a Reference Entity, the Calculation Agent may in its sole discretion determine whether to follow some or all of the terms of such Protocol for purposes of this Condition 8.

Notwithstanding any other provisions in this Condition 8, in the event that the Calculation Agent decides to adhere to a Protocol, the Calculation Agent may adjust such terms of this Condition 8 as it deems appropriate to reflect some or all of the relevant settlement, valuation and other provisions of the Protocol. These may include, without limitation, adjustments in relation to the determination of any Cash Redemption Amount, any Final Price or any Physical Redemption Assets or determining Cash Redemption rather than Physical Redemption shall apply or vice versa. Nothing in this Condition 8(s) should be taken as requiring the Calculation Agent to follow the terms of any Protocol.

(t) *Provisions taken from the ISDA supplement titled “Additional Provisions for LPN Reference Entities” (September 15, 2014)*

If this Condition 8(t) is specified as applicable in the applicable Pricing Supplement, the following provisions will apply:

- (i) Multiple Holder Obligation will be Not Applicable with respect to any Reference Obligation (and any Underlying Loan).
- (ii) Each Reference Obligation will be an Obligation notwithstanding anything to the contrary in this Condition 8, including but not limited to the definition of “Obligation” in Condition 8(u) (*Definitions*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.
- (iii) Each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in this Condition 8 and, including but not limited to the definition of “Deliverable Obligation” in Condition 8(u) (*Definitions*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

- (iv) For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the Outstanding Principal Balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.
- (v) The “Not Subordinated” Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.
- (vi) *Relevant Definitions*

For the purpose of this Condition 8(t):

“**Additional LPN**” means any bond issued in the form of a loan participation note (an “**LPN**”) by an entity (the “**LPN Issuer**”) for the sole purpose of providing funds for the LPN Issuer to (A) finance a loan to the Reference Entity (the “**Underlying Loan**”); or (B) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the “**Underlying Finance Instrument**”); provided that, (i) either (a) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or (b) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currency- Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

“**Additional Obligation**” means each of the obligations listed as an Additional Obligation of the Reference Entity in the Pricing Supplement or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Trade Date.

“**First Ranking Interest**” means a charge, security interest (or other type of interest having similar effect) (an “**Interest**”), which is expressed as being “first ranking”, “first priority”, or similar (“**First Ranking**”) in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

“**LPN Reference Obligation**” means each Reference Obligation other than any Additional Obligation. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation. Each LPN Reference Obligation is issued for the sole purpose of providing funds for the Issuer to finance a loan to the Reference Entity. For the purposes of the Credit Linked Notes, each such loan shall be an Underlying Loan.

“**Reference Obligation**” means, as of the Trade Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the Pricing Supplement or set forth on the relevant LPN Reference Obligations List (each, a “**Markit Published LPN Reference Obligation**”), as published by Markit Group Limited, or any successor thereto, as of the Trade Date, any Additional LPN and each Additional Obligation. Each Reference Obligation determined in accordance with the foregoing will be a Reference Obligation notwithstanding anything to the contrary in these Conditions, and in particular, notwithstanding that the

obligation is not an obligation of the Reference Entity. Standard Reference Obligation shall be Not Applicable. The proviso in the definition of Original Non-Standard Reference Obligation shall not apply.

It is intended that there may be more than one Reference Obligation, as a result of which all applicable references in these Conditions to “the Reference Obligation” shall be construed as a reference to “a Reference Obligation” and all other provisions of these Conditions shall be construed accordingly.

The definitions of Substitute Reference Obligation and Substitution Event shall not be applicable to LPN Reference Obligations.

(u) Definitions

The following definitions which relate to the Credit Linked Notes should be read in conjunction with this Condition 8:

“**Affiliate**” means in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, “**control**” of any entity or person means ownership of a majority of the voting power of the entity or person.

“**Aggregate Nominal Amount**” means, on the Issue Date, the aggregate nominal amount of the Notes of such Series specified in the applicable Pricing Supplement and, on any date thereafter, the aggregate nominal amount of the Notes of such Series outstanding on such date (taking into account the aggregate nominal amount of the Notes of such Series on the Issue Date and any amortisations, partial redemptions, including pursuant to this Condition 8, or further issues of the Notes of such Series on or prior to such date).

“**Applicable Auction**” means an Auction which the Calculation Agent determines is relevant to a Credit Event with respect to a Reference Entity and Obligations thereof and which relates to deliverable obligations which would constitute Reference Obligation(s) and/or Deliverable Obligation(s), as applicable, under the Notes (or if an Asset Package Credit Event has occurred, which relates to the Asset Package for obligations which would constitute Prior Deliverable Obligation(s) or Package Observable Bond(s), as applicable, under the Notes) (for which purpose the Calculation Agent may take into account (a) the credit derivatives transaction(s) and the relevant seniority level thereof, credit event, reference entity, obligations and deliverable obligations to which the Auction relates and, if the Auction relates to an M(M)R Restructuring, the scheduled maturity date of the Notes and the scheduled termination date of the credit derivatives transactions covered by the Auction and the maturity date of the deliverable obligations to which the Auction relates, and (b) any credit hedging transaction that the Bank has entered or may enter into in connection with the Notes).

“**Applicable Credit Derivatives Auction Settlement Terms**” means with respect to a Reference Entity, a Credit Event and an Applicable Auction, the Credit Derivatives Auction Settlement Terms (if any) which the Calculation Agent determines are relevant to the Notes (for which purpose the Calculation Agent may take into account (a) the credit derivatives transaction(s) and the relevant seniority level thereof, credit event, reference entity, obligation(s), deliverable obligations, Package Observable Bonds and Prior Deliverable Obligations (as applicable) which are the subject of the relevant Credit Derivatives Auction Settlement Terms and the Credit Events, Reference Entities and Obligations and Deliverable Obligations under the Notes and (b) any credit hedging transaction that the Bank has entered or may enter into in connection with the Notes). The Calculation Agent shall, as soon as practicable after the relevant Applicable Credit Derivatives Auction Settlement Terms are published, notify the Bank that Applicable Credit Derivatives Auction Settlement Terms have

been published with respect to a Reference Entity and a Credit Event and make a copy thereof available for inspection by Noteholders at the specified office of the Issue and Paying Agent.

**“Applicable DC Credit Event Announcement”** means a DC Credit Event Announcement which the Calculation Agent determines is relevant to the Notes (for which purpose the Calculation Agent may take into account (a) the credit derivatives transaction(s), credit event, reference entity and obligation(s) thereof to which such DC Credit Event Announcement relates and the terms of the Notes and (b) any credit hedging transaction that the Bank has entered or may enter into in connection with the Notes).

**“Applicable DC Credit Event Meeting Announcement”** means a DC Credit Event Meeting Announcement which the Calculation Agent determines is relevant to the Notes (for which purpose the Calculation Agent may take into account (a) the credit derivatives transaction(s), credit event, reference entity and obligation(s) thereof which are the subject of the DC Credit Event Meeting Announcement) and (b) any credit hedging transaction that the Bank has entered or may enter into in connection with the Notes).

**“Applicable DC Credit Event Question”** means a DC Credit Event Question which the Calculation Agent determines is relevant to the Notes (for which purpose the Calculation Agent may take into account (a) the credit derivatives transaction(s), credit event, reference entity and obligation(s) thereof which are the subject of the DC Credit Event Question) and (b) any credit hedging transaction that the Bank has entered or may enter into in connection with the Notes).

**“Applicable DC Credit Event Question Dismissal”** means a DC Credit Event Question Dismissal which the Calculation Agent determines is relevant to the Notes (for which purpose the Calculation Agent may take into account (a) the credit derivatives transaction(s), credit event, reference entity and obligation(s) thereof which are the subject of the DC Credit Event Question Dismissal) and (b) any credit hedging transaction that the Bank has entered or may enter into in connection with the Notes).

**“Applicable DC No Credit Event Announcement”** means a DC No Credit Event Announcement which the Calculation Agent determines is relevant to the Notes (for which purpose the Calculation Agent may take into account (a) the credit derivatives transaction(s), credit event, reference entity and obligation(s) thereof which are the subject of the DC No Credit Event Announcement and the Credit Events, Reference Entities and Obligations thereof under the Notes and (b) any credit hedging transaction that the Bank has entered or may enter into in connection with the Notes).

**“Applicable Proportion”** means in respect of a redemption of a Credit Linked Note:

- (a) If the redemption is not as a result of an M(M)R Restructuring Credit Event and the Note is not a Linear Basket Note, 100 per cent.; or
- (b) If the redemption is not as a result of an M(M)R Restructuring Credit Event and the Note is a Linear Basket Note, the Weighting of the affected Reference Entity or, if no Weighting is specified for such Reference Entity, an amount (expressed as a percentage) equal to the Reference Entity Notional Amount of the Reference Entity to which the relevant Credit Event or the relevant redemption relates divided by the Aggregate Nominal Amount of the Notes outstanding as at the related Event Determination Date (in respect of a Credit Event) or the Redemption Date (in respect of any other redemption); or
- (c) If the redemption is a result of an M(M)R Restructuring Credit Event, an amount (expressed as a percentage) equal to the Exercise Amount specified in the relevant Credit Event Notice relating to the relevant Reference Entity and Credit Event divided by the Aggregate Nominal Amount of the Notes outstanding as at the related Event Determination Date.



**“Applicable Resolution”** means a DC Resolution of a Credit Derivatives Determinations Committee which the Calculation Agent determines is relevant to the Notes (for which purpose the Calculation Agent may take into account (a) the credit derivatives transaction(s), credit event, succession, reference entity and obligation(s) thereof and any other factor to which the DC Resolution relates and the terms of the Notes and (b) any hedging transaction that the Bank has entered or may enter into in connection with the Notes).

**“Applicable Transaction Auction Settlement Terms”** means, with respect to a Reference Entity and a Credit Event, the relevant Credit Derivatives Auction Settlement Terms which the Calculation Agent determines constitute Applicable Credit Derivatives Auction Settlement Terms.

**“Asset”** means each obligation, equity, amount of cash, security, fee (including any “early-bird” or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

**“Asset Market Value”** means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

**“Asset Package”** means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero. An Asset Package shall be treated as having the same currency and Outstanding Principal Balance as that of the Prior Deliverable Obligation or Package Observable Bond (as applicable) to which it corresponds immediately prior to the Asset Package Credit Event.

**“Asset Package Credit Event”** means:

- (a) if “Financial Reference Entity Terms” and “Governmental Intervention” are specified as applicable in the applicable Pricing Supplement: (i) a Governmental Intervention; or (ii) a Restructuring in respect of the Reference Obligation of the relevant Reference Entity, if “Restructuring” is specified as applicable in the applicable Pricing Supplement and such Restructuring does not constitute a Governmental Intervention; and
- (b) if the Reference Entity is a Sovereign and “Restructuring” is specified as applicable in the applicable Pricing Supplement, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

**“Auction”** means, with respect to a Reference Entity and a Credit Event, unless otherwise specified in the Applicable Transaction Auction Settlement Terms an auction pursuant to which an Auction Final Price is to be determined in accordance with the auction procedure set out in the relevant Credit Derivatives Auction Settlement Terms.

**“Auction Cancellation Date”** means, with respect to an Auction, unless otherwise specified in the relevant Applicable Transaction Auction Settlement Terms, the date on which such Auction was deemed to have been cancelled as announced by the DC Secretary (and/or the administrators specified in the relevant Credit Derivatives Auction Settlement Terms) on its website or such other date as determined and announced in accordance with the relevant Applicable Transaction Auction Settlement Terms.

**“Auction Final Price”** means, with respect to an Applicable Auction, unless otherwise specified in the relevant Applicable Transaction Auction Settlement Terms, the price (expressed as a percentage) in respect of the deliverable obligations which would constitute Reference Obligation(s) and/or Deliverable Obligation(s) under the Notes of if an Asset Package Credit Event has resulted in such Applicable Auction, in respect of the Asset Package which results from either a Prior Deliverable Obligation or a Package Observable Bond under the Notes, determined to be the Auction Final Price in accordance with the relevant Applicable Transaction Auction Settlement Terms. The Calculation Agent shall as soon as practicable after publication of the Auction Final Price in respect of an Applicable Auction make available for inspection by Noteholders at the specified office of the Issue and Paying Agent a copy of the relevant Applicable Transaction Auction Settlement Terms and copies of the relevant publication of the Auction Final Price. If an Asset Package Credit Event has occurred and the Calculation Agent determines that the Auction Final Price does not reflect the entire relevant Asset Package (including any cash forming part of the Asset Package and any cash in respect of the Asset Market Value of any Non-Financial Instrument or Non-Transferable Instrument), the Calculation Agent may make such adjustment as it deems necessary to the Auction Final Price in accordance with Condition 8(e)(iv) (*Auction Final Price of the Asset Package*).

**“Auction Final Price Determination Date”** means, with respect to an Applicable Auction, the day, if any, on which the Auction Final Price is determined or such other date as specified in the relevant Applicable Transaction Auction Settlement Terms.

**“Auction Redemption Amount”** means, in respect of each Credit Linked Note, unless otherwise specified in the applicable Pricing Supplement, an amount calculated by the Calculation Agent equal to the greater of zero and  $[A \times B \times C] - D$  where:

**“A”** is the Specified Denomination of the Note;

**“B”** is the Applicable Proportion;

**“C”** is the Auction Final Price; and

**“D”** is the Unwind Costs, unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement, in which case **“D”** shall be disregarded for the purposes of the calculation of the “Auction Redemption Amount”.

**“Auction Redemption Date”** means the date as notified by the Bank that is not earlier than the date which is the number of Business Days specified in the Applicable Transaction Auction Settlement Terms (or, if a number of Business Days is not specified, three Business Days) immediately following the Auction Final Price Determination Date (the **“Auction Settlement Date”**) and not later than five Business Days following the Auction Settlement Date.

**“Bankruptcy”** means the Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law

affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;

- (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter; or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in sub-paragraphs (a) to (g) of this definition.

**"Business Day"** means for the purposes of this Condition 8 only, a day on which commercial banks and foreign exchange markets are generally open to settle payments in each Specified Business Centre specified in the applicable Pricing Supplement, and a day on which the TARGET System is open (if "TARGET" is specified for that purpose in the applicable Pricing Supplement).

**"Cash Redemption Amount"** means, in respect of each Credit Linked Note, unless otherwise specified in the applicable Pricing Supplement, an amount calculated by the Calculation Agent equal to the greater of zero and  $[A \times B \times C] - D$  where:

**"A"** is the Specified Denomination of the Note;

**"B"** is the Applicable Proportion;

**"C"** is the Final Price or, in respect of a Fixed Recovery Credit Linked Note, the Fixed Recovery Percentage; and

**"D"** is the Unwind Costs, unless "Adjustment for Unwind Costs" is specified to be not applicable in the applicable Pricing Supplement, in which case **"D"** shall be disregarded for the purposes of the calculation of the "Cash Redemption Amount".

**"Cash Redemption Date"** means (a) if the Notes are not Fixed Recovery Credit Linked Notes or Principal Protected Notes, subject to the provisions of Condition 8(j) (*Effect of DC Announcements*), the date that is the number of Business Days specified in the applicable Pricing Supplement (or, if a number of Business Days is not so specified, ten (10) Business Days) following the calculation of the Final Price, and (b) if the Notes are Fixed Recovery Credit Linked Notes or Principal Protected Notes, the date that is the number of Business Days specified in the related applicable Pricing Supplement (or, if a number of Business Days is not so specified, ten (10) Business Days) following (i) the Event Determination Date, or (ii) if the Event Determination Date occurs pursuant to sub-paragraph (a)(ii) of the definition of "Event Determination Date" or sub-paragraph (b)(i) of the definition of "Non-Standard Event Determination Date", the day on which the Applicable DC Credit Event Announcement occurs and (c) if "Cash Redemption" is applicable as the Fallback Redemption Method, the date that is the number of Business Days specified in the related applicable Pricing

Supplement (or, if a number of Business Days is not so specified, ten (10) Business Days) any Auction Cancellation Date or any No Auction Announcement Date, if later.

**“Conditionally Transferable Obligation”** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case, as of the Delivery Date, provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor of the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer to so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of “Conditionally Transferable Obligation”.

**“Conforming Reference Obligation”** means a Reference Obligation which is a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of “Deliverable Obligation”.

**“Continuing Redemption Failure Event”** has the meaning given to it in Condition 8(i)(ii) (*Continuing Redemption Failure Event*).

**“Credit Derivatives Auction Settlement Terms”** means any Credit Derivatives Auction Settlement Terms published by ISDA a form of which will be published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and may be amended from time to time. The Calculation Agent shall be authorised to construe any Credit Derivatives Auction Settlement Terms (including any Transaction Auction Settlement Terms or Parallel Auction Settlement Terms) in such manner as it shall determine in its discretion, acting in a commercially reasonable manner, to be necessary in order to give effect to the meaning of any word or expression used herein which is defined by reference to such Credit Derivatives Auction Settlement Terms.

**“Credit Derivatives Determinations Committee”** means each committee established pursuant to the DC Rules for purposes of reaching certain DC Resolutions.

**“Credit Event”** means, as determined by the Calculation Agent, the occurrence of one or more of the following Credit Events as specified in the applicable Pricing Supplement: Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention or any additional Credit Event specified in the applicable Pricing Supplement. If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

**“Credit Event Backstop Date”** means (a) for the purposes of any event that constitutes a Credit Event (or, with respect to a Repudiation/Moratorium, if applicable, the event described in subparagraph (b) of the definition thereof), as determined by DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date or (b) otherwise, the date that is 60 calendar days prior to the earlier of (i) the Notice Delivery Date, if the Notice Delivery Date occurs during the Notice Delivery Period and (ii) the Credit Event Resolution Request Date, if the Notice Delivery Date occurs during the Post Dismissal Additional Period. The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**“Credit Event Notice”** means an irrevocable notice from the Bank to the Issue and Paying Agent which the Bank has the right but not the obligation to deliver that:

- (a) identifies the Series of Credit Linked Notes to which the Credit Event Notice relates;
- (b) states the Bank’s intention to redeem all (or, with respect to Linear Basket Notes, the Applicable Proportion thereof) of the Credit Linked Notes and the relevant Credit Event Redemption Method;
- (c) describes a Credit Event that occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date; and
- (d) if “Cash or Physical Redemption or Auction Redemption” or “Cash or Physical Redemption” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement, the Bank shall notify Noteholders of its election to redeem the Credit Linked Notes by Cash Redemption or Physical Redemption or Auction Redemption (in case of “Cash or Physical Redemption or Auction Redemption”) (and the applicable Fallback Redemption Method) or by Cash Redemption or Physical Redemption (in case of “Cash or Physical Redemption”) as soon as reasonably practicable.

Any Credit Event Notice that describes a Credit Event that occurred after the Scheduled Maturity Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

A Credit Event Notice that describes a Credit Event other than an M(M)R Restructuring must be in respect of the full principal amount of the Notes in the relevant Series.

A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective.

**“Credit Event Redemption Method”** means “Auction Redemption”, “Physical Redemption”, “Cash Redemption”, “Principal Protected Redemption”, “Fixed Recovery Redemption”, “Cash or Physical Redemption” or “Cash or Physical Redemption or Auction Redemption” as specified in the applicable Pricing Supplement.

**“Credit Event Resolution Request Date”** means, with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

**“Currency Amount”** means, with respect to (a) a Deliverable Obligation specified in a Notice of Physical Settlement that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate and (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each Replaced Deliverable Obligation Outstanding Amount specified in each NOPS Amendment Notice into the currency of denomination of the relevant Replacement Deliverable Obligation.

**“Currency Rate”** means with respect to (a) a Deliverable Obligation specified in the Notice of Physical Settlement, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Amount of such Deliverable Obligation is denominated that is either (i) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time or (ii) if such rate is not available at such time, as the Calculation Agent shall determine and (b) a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the Revised Currency Rate.

**“Currency Rate Source”** means the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee.

**“CUSIP”** means, with respect to a security, the “CUSIP” identification number assigned to such security (if any).

**“DC Announcement Coverage Cut-off Date”** means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is 14 calendar days following the No Auction Announcement Date, if any, as applicable.

**“DC Credit Event Announcement”** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event for the purposes of the relevant Series has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date provided that if the Credit Event occurred after the Scheduled Maturity Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

**“DC Credit Event Meeting Announcement”** means, with respect to the relevant Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

**“DC Credit Event Question”** means a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event in respect to a Reference Entity of the relevant Series has occurred.

**“DC Credit Event Question Dismissal”** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

**“DC No Credit Event Announcement”** means, with respect to the relevant Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event with respect to such Reference Entity.

**“DC Resolution”** means a resolution of the Credit Derivatives Determinations Committee in accordance with the definition of “Resolve” below.

**“DC Rules”** means the Credit Derivatives Determinations Committee Rules, as published by ISDA on its website [www.isda.org](http://www.isda.org) (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms hereof.

**“DC Secretary”** means ISDA or such other entity designated as DC Secretary in accordance with the DC Rules.

**“Default Requirement”** means the amount specified as such in the applicable Pricing Supplement or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, USD 10,000,000 or its equivalent in the relevant Obligation Currency) in either case, as of the occurrence of the Relevant Credit Event.

**“Deliver”** means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where any equitable title is customarily conveyed, all equitable title) and interest in the Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearing system, but including, without limitation, any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in sub-paragraphs(a) to (d) of the definition of “Credit Event”) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (i) if a Deliverable Obligation is a Direct Loan Participation, **“Deliver”** means to create (or procure the creation of) a participation in favour of the relevant Noteholder and (ii) if a Deliverable Obligation is a Guarantee, **“Deliver”** means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, **“Deliver”** means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. **“Delivery”** and **“Delivered”** will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time provided further that each of the Bank and each Noteholder agrees to comply with the provisions of any documentation (which shall be deemed to include any market advisory that the relevant Credit Derivatives Determinations Committee Resolves to approve for such purpose) that the relevant Credit Derivatives Determinations Committee Resolves constitutes documentation customarily used in the relevant market for Delivery of such Loan at that time, as such documentation may be amended to the extent the relevant Credit Derivatives Determinations Committee Resolves is appropriate, which is consistent with the delivery and payment obligations of the parties hereunder. The Bank and each Noteholder further agrees that compliance by it with the provisions of any such documentation, shall be required for, and, without further action, constitute, Delivery for the purposes of this definition (to the extent that such documentation contains provisions describing how Delivery should be effected) and neither the Bank nor any Noteholder shall be permitted to request that the other take, nor shall it be required to take, any action under Condition 8(f)(ii) (*Physical Redemption Assets*) unless otherwise contemplated by such documentation.

**“Deliverable Obligation”** means:

- (a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the “Method for determining Deliverable Obligations” below;
- (b) the Reference Obligation of the relevant Reference Entity;

- (c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation;
- (d) if Asset Package Delivery is applicable, any Prior Deliverable Obligation (if, “Financial Reference Entity Terms” is specified as applicable in the relevant Pricing Supplement) or any Package Observable Bond (if the Reference Entity is a Sovereign); and
- (e) any Further Deliverable Obligation(s) specified as such in the applicable Pricing Supplement (if any),

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for the purposes of sub-paragraph (d) of this definition, immediately prior to the relevant Asset Package Credit Event).

***Method for determining Deliverable Obligations:***

A Deliverable Obligation shall be each obligation of the Reference Entity described by the Deliverable Obligation Category specified in the applicable Pricing Supplement, and, subject to Condition 8(v) (*Interpretation of Obligation Characteristics and Deliverable Obligation Characteristics*), having each of the Deliverable Obligation Characteristics, if any, specified in the applicable Pricing Supplement, in each case, as of the Delivery Date (unless otherwise specified in the applicable Pricing Supplement). The following terms shall have the following meanings:

- (I) **“Deliverable Obligation Category”** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of “Obligation” below, except that, for the purposes of determining Deliverable Obligations, the definition of “Reference Obligation Only” shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).
- (II) **“Deliverable Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance, (each as defined in the definition of “Obligation” below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer.

If an obligation would have been capable of being specified as a Deliverable Obligation immediately prior to a Credit Event in respect of a Reference Entity, such obligation (as in effect after such Credit Event) shall continue to be able to constitute a Deliverable Obligation after the occurrence of such Credit Event. If it is not possible or reasonably practicable to specify any Obligation as a Deliverable Obligation of the Reference Entity because there is or will be no Deliverable Obligation in existence at any time, the Calculation Agent shall designate by notice (which shall be in writing (including by facsimile and/or by e-mail)) to the Issue and Paying Agent one or more bonds, loans, instruments, certificates or other obligations which have been or will be issued in exchange, whether pursuant to a mandatory or voluntary exchange, for one or more bonds, loans, instruments, certificates or obligations of the Reference Entity that would have been capable of being specified as a Deliverable Obligation immediately prior to the occurrence of the Relevant Credit Event of the Reference Entity, provided, that failure to deliver such notice shall not affect the effectiveness of such designation.



- (1) **“Accelerated or Matured”** means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise, is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws;
- (2) **“Assignable Loan”** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent;
- (3) **“Consent Required Loan”** means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such Loan) or any agent;
- (4) **“Direct Loan Participation”** means a Loan in respect of which, pursuant to a participation agreement, Bank is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each Noteholder and either (A) the Bank (to the extent the Bank is then a lender or a member of the relevant lending syndicate), or (B) any lender or member of the relevant lending syndicate nominated by the Bank or the Calculation Agent;
- (5) **“Maximum Maturity”** means an obligation that has a remaining maturity of not greater than the period specified in the applicable Pricing Supplement (or if no such period is specified, 30 years);
- (6) **“Not Bearer”** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via the Euroclear system, Clearstream International or any other internationally recognised clearing system; and
- (7) **“Transferable”** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction provided that none of the following shall be considered contractual, statutory or regulatory restrictions:
  - (a) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the US Notes Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);
  - (b) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or
  - (c) restrictions in respect of blocked periods on or around payment dates or voting periods;

**“Deliverable Obligation Notice”** has the meaning given to it in Condition 8(f)(i)(C)(2) (*Delivery of Physical Redemption Assets*).

**“Deliverable Obligation Provisions”** means the provisions of the Credit Linked Notes that specify criteria for establishing what obligations may constitute Deliverable Obligations.

**“Deliverable Obligation Terms”** has the meaning set out in the relevant Credit Derivatives Auction Settlement Terms.

**“Delivery Date”** means, with respect to a Deliverable Obligation or an Asset Package, the date on which such Deliverable Obligation is Delivered (or deemed to be delivered in accordance with the definition of **“Deliver”**).

**“Delivery Expenses”** means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Physical Redemption Assets.

**“Domestic Currency”** means the currency specified as such in the applicable Pricing Supplement and any successor currency thereto (or if no such currency is specified, the lawful currency and any successor currency of (a) the relevant Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign).

**“Domestic Law”** means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

**“Downstream Affiliate”** means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

**“Due and Payable Amount”** means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the Delivery Date) or (B) the Valuation Date, as applicable.

**“Eligible Information”** means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

**“Eligible Transferee”** means

- (a) any
  - (i) bank or other financial institution;
  - (ii) insurance or reinsurance company;
  - (iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity specified in sub-paragraph (c)(i) of this definition); and
  - (iv) registered or licensed broker or dealer (other than a natural person or proprietorship), provided, however, in each case that such entity has total assets of at least USD 500,000,000;
- (b) an Affiliate of an entity specified in the sub-paragraph (a) of this definition;

- (c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:
  - (i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligation, commercial paper conduit or other special purpose vehicle) that (A) has total assets of at least USD 100,000,000 or (B) is one of a group of investment vehicles under common control or management having, in the aggregate, total assets of at least USD 100,000,000;
  - (ii) that has total assets of at least USD 500,000,000; or
  - (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support or other agreement by an entity described in sub-paragraph (a), (b), (c)(ii) or (d) of this definition; and
- (d)
  - (i) any Sovereign; or
  - (ii) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition of “Eligible Transferee” to USD include equivalent amounts in other currencies as determined by the Calculation Agent.

“**Euroclear**” means Euroclear Bank SA/NV.

“**Event Determination Date**” means, with respect to a Credit Event and:

- (a) a Series where “Auction Redemption” is specified as the applicable Credit Event Redemption Method and “Event Determination Date Version B” is not specified to be applicable in the applicable Pricing Supplement:
  - (i) subject to sub-paragraph (ii) of this definition, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (A) a DC Credit Event Announcement has occurred nor (B) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or
  - (ii) notwithstanding sub-paragraph (i) of this definition, the Credit Event Resolution Request Date, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) and either:
    - (A) (I) the Credit Event is not an M(M)R Restructuring; and (II) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or
    - (B) (I) the Credit Event is an M(M)R Restructuring; and (II) a Credit Event Notice is delivered by a Notifying Party to the other party and is effective on or prior to the Exercise Cut-off Date,
 provided that:
    - (1) no Redemption Date, in respect of the relevant Reference Entity has occurred on or prior to the date on which the Applicable DC Credit Event Meeting Announcement occurs;

- (2) if any Valuation Date or Delivery Date, as applicable, in respect of the relevant Reference Entity has occurred on or prior to the date on which the Applicable DC Credit Event Meeting Announcement occurs, an Event Determination Date shall be deemed to have occurred only with respect to the portion of the Aggregate Nominal Amount of the Credit Linked Notes or, if the Notes are Linear Basket Notes, the Reference Entity Notional Amount of the Reference Entity to which the Event Determination Date relates, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and
  - (3) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered by the Bank to the Issue and Paying Agent, (aa) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the Applicable DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, (bb) unless, and to the extent that, the Exercise Amount specified in such Credit Event Notice was less than the Aggregate Nominal Amount of the Credit Linked Notes or, if the Notes are Linear Basket Notes, the Reference Entity Notional Amount of the affected Reference Entity, or (cc) unless a credit derivatives transaction with the same tenor and deliverable obligation provisions as the Credit Linked Notes would be an "Auction Covered Transaction" for the purpose of the relevant Credit Derivatives Auction Settlement Terms and the Deliverable Obligations set out on the Final List are identical to the Permissible Deliverable Obligations for such Series; or
- (b) a Series where sub-paragraph (a) of this definition does not apply, the Non-Standard Event Determination Date.

Notwithstanding the foregoing, and unless the Bank or the Calculation Agent otherwise elects by notice to the Issue and Paying Agent, no Event Determination Date will occur with respect to an event, and any Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Redemption Date (or, if earlier, a Delivery Date), or the Scheduled Maturity Date or the Extended Maturity Date, as applicable, a DC No Credit Event Announcement occurs with respect to such event.

**"Excluded Deliverable Obligation"** means:

- (a) any obligation of the Reference Entity specified as such or of a type described in the applicable Pricing Supplement;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

**"Excluded Obligation"** means:

- (a) any obligation of a Reference Entity specified as such or of a type specified in the applicable Pricing Supplement;
- (b) if "Financial Reference Entity Terms" is specified as applicable in the applicable Pricing Supplement and the relevant Reference Entity is a Senior Reference Entity, then for

purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and

- (c) if “Financial Reference Entity Terms” is specified as applicable in the applicable Pricing Supplement and the relevant Reference Entity is a Subordinated Reference Entity, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

“**Exercise Amount**” has the meaning given to that term in Condition 8(d)(i) (*M(M)R Restructuring Credit Event*).

“**Exercise Cut-Off Date**” means either:

- (a) with respect to an M(M)R Restructuring and a Series to which sub-paragraph (a) of the definition of “Event Determination Date” applies:
  - (i) if the DC Secretary publishes a Final List applicable to the Applicable Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms may be published, the date that is seven Relevant City Business Days following the date on which such Final List is published; or
  - (ii) otherwise, the date that is 14 calendar days following the relevant No Auction Announcement Date; or
- (b) with respect to a Credit Event and a Series to which sub-paragraph (a) of the definition of “Event Determination Date” does not apply, the Non-Standard Exercise Cut-off Date,

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

“**Extended Maturity Date**” means, if Maturity Date Extension applies pursuant to Condition 8(c) (*Maturity Date Extension*) and no Relevant Event Determination Date occurs on or prior to the Notes Extension Date, the date falling 5 Business Days after the Notes Extension Date or, if Maturity Date Extension applies pursuant to Condition 8(c) (*Maturity Date Extension*) and a Relevant Event Determination Date occurs on or prior to the Notes Extension Date, the Auction Redemption Date, the Cash Redemption Date or, in respect of Credit Linked Notes subject to the provisions of Condition 8(f) (*Physical Redemption Terms*), the Final Delivery Date or such date as is determined in accordance with the partial cash settlement terms in Condition 8(f)(v) (*Partial Cash Redemption due to Impossibility or Illegality*) or the Cash Redemption Date determined pursuant to the partial cash settlement terms set out in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*).

“**Extension Date**” means, with respect to a Reference Entity, the latest of (a) the Scheduled Maturity Date, (b) the Grace Period Extension Date if (i) “Failure to Pay” and “Grace Period Extension” are specified as being applicable in the applicable Pricing Supplement, and (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Maturity Date and (c) the Repudiation/Moratorium Evaluation Date (if any) if “Repudiation/Moratorium” is specified as applicable in the applicable Pricing Supplement, as applicable.

“**Failure to Pay**” means, after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure.

If an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

**“Fallback Redemption Method”** means, with respect to a Series for which “Auction Redemption” is the Credit Event Redemption Method, if “Cash Redemption” is specified as the Fallback Redemption Method in the applicable Pricing Supplement, Cash Redemption, otherwise Physical Redemption.

**“Final Auction Redemption Amount”** means, in respect of each Note:

- (a) if the Notes are not Linear Basket Notes, the Auction Redemption Amount, or if an (M(M)R Restructuring Credit Event has occurred, the sum of the Auction Redemption Amounts determined in respect of each exercise following such M(M)R Restructuring Credit Event; and
- (b) in respect of Linear Basket Notes, an amount calculated by the Calculation Agent equal to the greater of zero and  $(A - B) + C - D$  where:

“A” is the Specified Denomination of the Note;

“B” is the aggregate of the amounts calculated in respect of each Reference Entity in respect of which a Relevant Event Determination Date has occurred equal to the sum of, for each affected Reference Entity,  $A \times F$ ;

“C” is the aggregate of the amount calculated in respect of each Reference Entity in respect of which a Relevant Event Determination Date has occurred equal to the sum of, for each affected Reference Entity,  $A \times F \times E$ ;

“D” is the Unwind Costs, unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement, in which case “D” shall be disregarded for the purposes of the calculation of the “Final Auction Redemption Amount”;

“E” is the Auction Final Price; and

“F” is the Applicable Proportion.

**“Final Auction Redemption Date”** has the meaning given in Condition 8(e)(i)(B) (*Redemption of the Credit Linked Notes where Auction Redemption applies*).

**“Final Cash Redemption Amount”** means, in respect of each Note:

- (a) in respect of Notes which are not Linear Basket Notes, the Cash Redemption Amount, or if an M(M)R Restructuring Credit Event has occurred, the sum of the Cash Redemption Amounts determined in respect of each exercise following such M(M)R Restructuring Credit Event; and
- (b) in respect of Linear Basket Notes, the amount specified as such in the applicable Pricing Supplement or if no such amount is specified in the applicable Pricing Supplement, an amount calculated by the Calculation Agent equal to the greater of zero and  $(A - B) + C - D$ , where:

“A” is the Specified Denomination of the Note;

“**B**” is the aggregate of the amounts calculated in respect of each Reference Entity in respect of which a Relevant Event Determination Date has occurred equal to the sum of, for each affected Reference Entity,  $A \times F$ ;

“**C**” is the aggregate of the amounts calculated in respect of each Reference Entity in respect of which a Relevant Event Determination Date has occurred equal to the sum of, for affected Reference Entity,  $A \times F \times E$ ;

“**D**” is the Unwind Costs, unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement, in which case “**D**” shall be disregarded for the purposes of the calculation of the “Final Cash Redemption Amount”;

“**E**” is the Final Price; and

“**F**” is the Applicable Proportion.

provided that, if the Note is a Fixed Recovery Credit Linked Note then the Final Cash Redemption Amount shall be calculated as set out above provided that “**E**” shall be the Fixed Recovery Percentage specified in the applicable Pricing Supplement.

“**Final Cash Redemption Date**” has the meaning given in Condition 8(g)(i)(B) (*Redemption of Credit Linked Notes where Cash Redemption applies*).

“**Final Delivery Date**” means, in respect of a Physical Redemption Date, the final Delivery Date to occur with respect to Deliverable Obligations comprised in the Physical Redemption Assets pertaining to such Physical Redemption Date.

“**Final List**” means the final list of Deliverable Obligations, Package Observable Bonds, Prior Deliverable Obligations (as applicable) and/or Assets which are the subject of the related Auction determined by the Credit Derivatives Determinations Committee in accordance with the DC Rules.

“**Final Price**” means the price of the Deliverable Obligation(s) selected by the Calculation Agent in its discretion, acting in a commercially reasonable manner, expressed as a percentage, determined in accordance with the specified Valuation Method, provided that (i) for the purposes of identifying the Deliverable Obligations for the purposes of determining the Final Price, references to “Delivery Date” in the definition of “Deliverable Obligation” and in Condition 8(v) (*Interpretation of Obligation Characteristics and Deliverable Obligation Characteristics*) shall be deemed to be reference to “Valuation Date” and provided further that if an Asset Package Credit Event has occurred any Deliverable Obligation which is a Prior Deliverable Obligation or a Package Observable Bond (as applicable) shall include the resulting Asset Package and the Final Price for such Deliverable Obligation or Package Observable Bond shall be the Final Price for the relevant Asset Package determined in accordance with 8(g)(ii)(C) (*Determination of the Final Price*).

“**Fixed Cap**” means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

“**Fixed Recovery Credit Linked Notes**” means a Series of Notes in respect of which the Cash Redemption Amount or Final Cash Redemption Amount, as applicable, per Note is a fixed percentage of the Applicable Proportion of the outstanding principal amount of the Note.

“**Fixed Recovery Percentage**” means, in respect of a Fixed Recovery Credit Linked Note, the percentage specified as such in the applicable Pricing Supplement.

**“Full Quotation”** means, in accordance with the Quotation Method, each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, equal to the Quotation Amount.

**“Fully Transferable Obligation”** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case, as of the Delivery Date. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent, for a Deliverable Obligation shall not be considered to be a requirement for consent for the purposes of this definition of “Fully Transferable Obligation”.

**“Further Obligation”** means any obligation of a Reference Entity specified as such in the applicable Pricing Supplement.

**“Further Subordinated Obligation”** means, if the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

**“Governmental Authority”** means:

- (a) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof);
- (b) any court, tribunal, administrative or other governmental authority, inter-governmental or supranational body; or
- (c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or
- (d) any other authority which is analogous to the entities specified in sub-paragraph (a), (b) or (c) of this definition.

**“Governmental Intervention”** means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

- (a) any event which would affect creditors’ rights so as to cause:
  - (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
  - (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
  - (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest, or (B) the payment of principal or premium; or
  - (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;
- (b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;



- (c) a mandatory cancellation, conversion or exchange; or
- (d) any event which has an analogous effect to any of the events specified in sub-paragraphs (a)(i) to (iii) of this definition.

For purposes of sub-paragraph (a) of this definition, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

**“Grace Period”** means:

- (a) subject to sub-paragraphs (b) and (c) of this definition, the applicable grace period with respect to payments under and in accordance with the terms of such Obligation in effect as of the date as of which such Obligation is issued or incurred;
- (b) if “Grace Period Extension” is specified as applicable in the applicable Pricing Supplement, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date, the Grace Period shall be deemed to be the lesser of such grace period and the period specified as such in the applicable Pricing Supplement or, if no period is specified, 30 calendar days; and
- (c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless “Grace Period Extension” is specified as being applicable in the applicable Pricing Supplement, such deemed Grace Period shall expire no later than the Scheduled Maturity Date.

**“Grace Period Business Day”** means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation or, if a place or places are not so specified, (a) if the Obligation Currency is the euro, a TARGET Settlement Day, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

**“Grace Period Extension Date”** means, if (a) “Grace Period Extension” is specified as being applicable in the applicable Pricing Supplement and (b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date, as the case may be, the date that is five Business Days following the day falling after the number of days in the Grace Period after the date of such Potential Failure to Pay. If “Grace Period Extension” is not specified as being applicable in the applicable Pricing Supplement, Grace Period Extension shall not apply.

**“Guarantee”** means a Relevant Guarantee or a guarantee which is the Reference Obligation.

**“Hedge Disruption Event”** means in the determination of the Calculation Agent any event (including, without limitation, any delay in the settlement of an Auction) as a result of which the Issuer and/or any of its Affiliate has not received the relevant Deliverable Obligations under the terms of the relevant Hedging Arrangements (if any).

**“Hedge Disruption Obligation”** means a Deliverable Obligation included in the Physical Redemption Assets which, on the Physical Redemption Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

**“Hedging Arrangements”** means any underlying or related transaction(s), asset(s) or arrangements (which may include, without limitation, deposits and/or other funding arrangement(s))

the Issuer and/or any of its Affiliates may enter into or hold from time to time directly or indirectly in connection with issuing and performing its obligations with respect to the Notes.

“**ISDA**” means the International Swaps and Derivatives Association Inc., (or any successor organisation thereto).

“**Latest Maturity Restructured Bond or Loan**” has the meaning given to that term in the definition of “Restructuring Maturity Limitation Date”.

“**Latest Permissible Physical Settlement Date**” means, (i) in respect of the provisions of Condition 8(f)(v) (*Partial Cash Redemption due to Impossibility or Illegality*), the date that is thirty calendar days after the Physical Redemption Date, (ii) in respect of the provisions of Condition 8(f)(vi) (*Partial Cash Redemption of Consent Required Loans*), 8(f)(vii) (*Partial Cash Redemption of Assignable Loans*) and 8(f)(viii) (*Partial Cash Redemption of Participations*), the date that is 15 Business Days after the Physical Redemption Date, and (iii) in respect of the provisions of Condition 8(f)(ii) (*Physical Redemption Assets*), and 8(i)(ii) (*Continuing Redemption Failure Event*), the 90th calendar day following the date of the Notice of Physical Settlement or, if relevant, the last NOPS Amendment Notice.

“**Limitation Date**” means the first of March 20, June 20, September 20 or December 20 in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the “**2.5-year Limitation Date**”), 5 years, 7.5 years, 10 years (the “**10-year Limitation Date**”), 12.5 years, 15 years or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

“**Linear Basket Notes**” means Notes which are specified as such in the applicable Pricing Supplement, in respect of which the Bank purchases credit protection from Noteholders in respect of two or more Reference Entities and pursuant to which, on each occasion on which a Credit Event and a Relevant Event Determination Date occurs with respect to any of the Reference Entities, the Notes will be redeemed in part in an amount determined by reference to the Reference Entity Notional Amount relating to such Reference Entity in accordance with the relevant Credit Event Redemption Method.

“**Loan Alternative Procedure Start Date**” has the meaning given to that term in Condition 8(f)(ix) (*Alternative Procedures Relating to Loans not Delivered*).

“**Market Value**” means, with respect to the Reference Obligation on a Valuation Date:

- (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);
- (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject to sub-paragraph (b) of the definition of “Quotation”, an amount that the

Calculation Agent shall determine on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and

(f) if the Quotations are deemed to be zero, the Market Value shall be zero.

**“Maturity Date Extension”** means an extension determined in accordance with Condition 8(c) (*Maturity Date Extension*).

**“Merger Event”** means that at any time during the period from (and including) the Trade Date to (but excluding) the Extended Maturity Date the Bank or a Reference Entity consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets to, a Reference Entity or the Bank, as applicable, or the Bank and a Reference Entity become Affiliates.

**“Minimum Quotation Amount”** means the amount specified as such in the applicable Pricing Supplement (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) USD 1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount.

**“M(M)R Restructuring”** means a Restructuring Credit Event in respect of which either “Mod R” or “Mod Mod R” is specified as applicable in the applicable Pricing Supplement.

**“Modified Eligible Transferee”** means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, notes and other financial assets.

**“Modified Restructuring Maturity Limitation Date”** means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date.

Subject to the foregoing, if the Scheduled Maturity Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

**“Movement Option”** means an M(M)R Restructuring to which a No Auction Announcement Date has occurred pursuant to sub-paragraph (b) or (c)(ii) of the definition of “No Auction Announcement Date”, the option of the Bank to apply the Parallel Auction Settlement Terms, if any, so that the Credit Linked Notes may be redeemed by way of Auction Redemption for the purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that the Bank could specify in any Notice of Physical Settlement or any NOPS Amendment Notice (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply). If the Bank does not deliver an effective Notice to Exercise Movement Option to the Issue and Paying Agent on or prior to the Movement Option Cut-off Date, the Credit Linked Notes will be redeemed in accordance with the Fallback Redemption Method.

**“Movement Option Cut-off Date”** the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

**“Multiple Holder Obligation”** has the meaning given to it in Condition 8(n)(iv) (*Multiple Holder Obligation*).

**“Next Currency Fixing Time”** means 4:00 p.m. (London time) on a day on which commercial banks and foreign exchange markets are generally open to settle payments and which immediately follows the date on which the Notice of Physical Settlement or relevant NOPS Amendment Notice, as applicable, is effective.

**“No Auction Announcement Date”** means, with respect to a Credit Event, the date as determined by the Calculation Agent on which the DC Secretary first publicly announces that:

- (a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;
- (b) following the occurrence of an M(M)R Restructuring no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or
- (c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either:
  - (i) no Parallel Auction will be held; or
  - (ii) one or more Parallel Auctions will be held. For the avoidance of doubt, a No Auction Announcement Date will not occur solely by reason of the Credit Linked Notes not being covered by any Credit Derivatives Auction Settlement Terms.

**“Non-Conforming Reference Obligation”** means a Reference Obligation which is not a Conforming Reference Obligation.

**“Non-Conforming Substitute Reference Obligation”** means an obligation which would be a Deliverable Obligation determined in accordance with sub-paragraph (a) of the definition of “Deliverable Obligation” above on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

**“Non-Financial Instrument”** means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

**“Non-Standard Event Determination Date”** means, with respect to a Credit Event and a Series to which “Non-Standard Event Determination Date” applies:

- (a) subject to sub-paragraph (b) of this definition, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (i) a DC Credit Event Announcement has occurred nor (ii) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or
- (b) notwithstanding sub-paragraph (a) of this definition, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) either:
  - (i) the Credit Event Resolution Request Date, if either:
    - (A) “Event Determination Date Version B” is not specified as applicable and “Auction Settlement” is not specified as the applicable Credit Event Redemption Method in the applicable Pricing Supplement; (II) the relevant Credit Event is not an M(M)R Restructuring; and (III) the Trade Date occurs on or prior to the date of the DC Credit Event Announcement; or
    - (B) either:
      - (I)
      - (1) “Event Determination Date Version B” is specified as applicable and “Auction Settlement” is specified as the applicable Credit Event Redemption Method in the applicable Pricing Supplement; or

- (2) “Event Determination Date Version B” is not specified as applicable in the applicable Pricing Supplement and the relevant Credit Event is an M(M)R Restructuring; and
  - (II) a Credit Event Notice is delivered by the Bank to the Issue and Paying Agent and is effective on or prior to the Non-Standard Exercise Cut-off Date, or
- (ii) the first date on which a Credit Event Notice is delivered by the Bank to the Issue and Paying Agent and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is 14 calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)), if either:
  - (A)
    - (I) “Event Determination Date Version B” is not specified as applicable and “Auction Settlement” is not specified as the Credit Event Redemption Method in the applicable Pricing Supplement;
    - (II) the relevant Credit Event is not an M(M)R Restructuring; and
    - (III) the Trade Date occurs following the date of the related DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date; or
  - (B)
    - (I) “Event Determination Date Version B” is specified as applicable and the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date and
    - (II) either:
      - (1) “Auction Settlement” is not specified as the Credit Event Redemption Method in the applicable Pricing Supplement; or
      - (2) “Auction Settlement” is specified as the Credit Event Redemption Method in the applicable Pricing Supplement and a Credit Event Notice is delivered by the Bank to the Issue and Paying Agent and is effective on a date that is later than the relevant Non-Standard Exercise Cut-off Date,

provided that:

- (1) no Redemption Date in respect of the relevant Reference Entity has occurred on or prior to the date on which the Applicable DC Credit Event Meeting Announcement occurs;
- (2) if any Valuation Date or Delivery Date in respect of the relevant Reference Entity has occurred on or prior to the date on which the Applicable DC Credit Event Meeting Announcement occurs, a Non-Standard Event Determination Date shall be deemed to have occurred only with respect to the portion of the Aggregate Nominal Amount of the Credit Linked Notes or, if the Notes are Linear Basket Notes, the Reference Entity Notional Amount of the Reference

Entity to which the Event Determination Date relates, if any, with respect to which no Valuation Date or Delivery Date, as applicable, has occurred; and

- (3) no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered by the Bank to the Issue and Paying Agent, (aa) unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the Applicable DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, (bb) unless, and to the extent that, the Exercise Amount specified in any such Credit Event Notice was less than the Aggregate Nominal Amount of the Credit Linked Notes or, if the Notes are Linear Basket Notes, the Reference Entity Notional Amount of the affected Reference Entity or (cc) unless a credit derivatives transaction with the same tenor and deliverable obligation provisions as the Credit Linked Notes would be an “Auction Covered Transaction” for the purpose of the relevant Credit Derivatives Auction Settlement Terms and the Deliverable Obligations set out on the Final List are identical to the Permissible Deliverable Obligations for such Series.

**“Non-Standard Exercise Cut-off Date”** means, with respect to a Credit Event and a Series to which sub-paragraph (a) of the definition of “Event Determination Date” does not apply:

- (a) if such Credit Event is not an M(M)R Restructuring, either:
- (i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;
  - (ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or
  - (iii) the date that is 14 calendar days following the No Auction Announcement Date, if any, as applicable; or
- (b) if such Credit Event is an M(M)R Restructuring and:
- (i) the DC Secretary publishes a Final List applicable to the Applicable Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is seven Relevant City Business Days following the date on which such Final List is published; or
  - (ii) otherwise, the date that is 14 calendar days following the relevant No Auction Announcement Date.

**“Non-Standard Reference Obligation”** means, in respect of the Reference Entity, the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

**“Non-Transferable Instrument”** means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

**“NOPS Amendment Notice”** has the meaning given to it in the definition of “Notice of Physical Settlement”.

**“Notes Extension Date”** means the later to occur of (a) the last applicable day specified in the definition of “Notice Delivery Period” in respect of each Reference Entity with respect to which Maturity Date Extension applies pursuant to Condition 8(c) (*Maturity Date Extension*) and (b) 14 calendar days after the DC Credit Event Announcement or DC No Credit Event Announcement (as applicable) or (c) the last day of the Post Dismissal Additional Period.

**“Notice Delivery Date”** means the first date on which both an effective Credit Event Notice and, unless “Notice of Publicly Available Information” is specified as not applicable in applicable Pricing Supplement, an effective Notice of Publicly Available Information, has been delivered by the Bank to the Issue and Paying Agent.

**“Notice Delivery Period”** means the period from and including the Trade Date to and including the date that is 14 calendar days after the Extension Date.

**“Notice of Physical Settlement”** means a notice from the Bank or the Calculation Agent to the Issue and Paying Agent that (a) confirms that the Bank intends to redeem the Credit Linked Notes (unless the applicable Pricing Supplement provide for multiple Deliveries) and requires performance in accordance with the provisions of Condition 8(f) (*Physical Redemption Terms*), (b) specifies (i) the proposed Delivery Date, (ii) if applicable, the Unwind Costs and (iii) if applicable, the Delivery Expenses, (c) contains a detailed description of each Deliverable Obligation that the Bank will, subject to Condition 8(f) (*Physical Redemption Terms*), Deliver to Noteholders (in aggregate) and, if available and applicable, the CUSIP or ISIN number (or, if such identifying number is not available, the rate and tenor) of each such Deliverable Obligation and (d) specifies the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency (in each case, the **“Outstanding Amount”**) and, if different, the face amount, of each such Deliverable Obligation and the aggregate Outstanding Amount of all Deliverable Obligations specified in the Notice of Physical Settlement that the Bank intends to Deliver to the Noteholders (the **“Aggregate Outstanding Amount”**). The Bank may, from time to time, give notice to the Issue and Paying Agent in the manner specified above (each such notification, a **“NOPS Amendment Notice”**) that the Bank is replacing, in whole or in part, one or more Deliverable Obligations specified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such NOPS Amendment Notice is effective). A NOPS Amendment Notice shall contain a revised detailed description of each replacement Deliverable Obligation that the Bank will Deliver to Noteholders (each, a **“Replacement Deliverable Obligation”**) and shall also specify the Outstanding Amount of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior NOPS Amendment Notice, as applicable, that is being replaced (with respect to each such Deliverable Obligation, the **“Replaced Deliverable Obligation Outstanding Amount”**). The Outstanding Amount of each Replacement Deliverable Obligation identified in a NOPS Amendment Notice shall be determined by applying the Revised Currency Rate to the relevant Replaced Deliverable Obligation Outstanding Amount. The Outstanding Amount of the Replacement Deliverable Obligations specified in any NOPS Amendment Notice in aggregate with the Outstanding Amount of the Deliverable Obligations specified in the Notice of Physical Settlement or any earlier NOPS Amendment Notice which, in each case, are not being replaced must not be greater than the Aggregate Outstanding Amount. Each such NOPS Amendment Notice must be effective on or prior to the Physical Redemption Date (determined without reference to any change resulting from such NOPS Amendment Notice). Notwithstanding the foregoing, (x) the Bank or the Calculation Agent may correct any errors or inconsistencies in the detailed description of each Deliverable Obligation contained in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, by notice to the Issue and Paying Agent prior to the relevant Delivery Date and (y) if Asset Package Delivery is applicable, the Bank shall on or prior to the Delivery Date, notify the Issue and Paying Agent of the description of the Asset Package, if any, that it intends to Deliver to the Noteholders in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable; it being understood in each case that such notice shall not constitute a NOPS Amendment Notice.

**“Notice of Publicly Available Information”** means an irrevocable notice from the Bank or the Calculation Agent to the Issue and Paying Agent that cites Publicly Available Information confirming

the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy, or a description in reasonable detail, of the relevant Publicly Available Information. If “Notice of Publicly Available Information” is specified as being applicable in the applicable Pricing Supplement and the Credit Event Notice or Repudiation/Moratorium Extension Notice contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information.

“**Notice to Exercise Movement Option**” with respect to a Series where (a) an M(M)R Restructuring is applicable and (b) the Fallback Redemption Method would otherwise be applicable pursuant to Condition 8(e)(ii)(B) (*Fallback Redemption*), a notice from the Bank to the Issue and Paying Agent that (i) specifies the Parallel Auction Settlement Terms which shall be applicable in accordance with the Bank’s exercise of the Movement Option and (ii) is dated on or prior to the Movement Option Cut-off Date.

“**Obligation**” means (a) any obligation of the Reference Entity (either directly or as provider of a Relevant Guarantee) determined pursuant to the method described in “Method for Determining Obligations” below; (b) the Reference Obligation, in each case, unless it is an Excluded Obligation, and (c) any Further Obligation of a Reference Entity specified as such in the applicable Pricing Supplement.

***Method for Determining Obligations:***

For the purposes of sub-paragraph (a) of the definition of “Obligation” above, an Obligation is each obligation of the Reference Entity described by the Obligation Category specified in the applicable Pricing Supplement and having each of the Obligation Characteristics, if any, specified in the applicable Pricing Supplement, in each case, immediately prior, the Credit Event which is the subject of either the Credit Event Notice or the Applicable DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

- (a) “**Obligation Category**” means Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the applicable Pricing Supplement, and:
  - (i) “**Payment**” means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;
  - (ii) “**Borrowed Money**” means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding, unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);
  - (iii) “**Bond or Loan**” means any obligation that is either a Bond or a Loan;
  - (iv) “**Bond**” means any obligation of a type included in the “Borrowed Money” Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt notes or other debt notes and shall not include any other type of Borrowed Money;
  - (v) “**Loan**” means any obligation of a type included in the “Borrowed Money” Obligation Category that is documented by a term loan agreement, revolving



loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and

- (vi) **“Reference Obligation Only”** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligation Only.
- (b) **“Obligation Characteristics”** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance, and:
  - (i)
    - (A) **“Not Subordinated”** means an obligation that is not Subordinated to (I) the Reference Obligation or (II) the “Prior Reference Obligation” if applicable;
    - (B) **“Subordination”** means, with respect to an obligation (the **“Second Obligation”**) and another obligation of the Reference Entity to which such obligation is being compared (the **“First Obligation”**), a contractual, trust or similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding up of the Reference Entity, claims of the holders of the First Obligation are required to be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. **“Subordinated”** will be construed accordingly. For the purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (1) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (2) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and “Standard Reference Obligation” is applicable, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date; and
    - (C) **“Prior Reference Obligation”** means, in circumstances where there is no Reference Obligation applicable to a Series, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the applicable Pricing Supplement as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;

- (ii) **“Specified Currency”** means an obligation that is payable in the currency or currencies specified as such in the applicable Pricing Supplement (or, if “Specified Currency” is specified in the applicable Pricing Supplement and no currency is so specified, any Standard Specified Currency), provided that if the euro is a Specified Currency, “Specified Currency” shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;
- (iii) **“Not Sovereign Lender”** means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organisation established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as “Paris Club debt”;
- (iv) **“Not Domestic Currency”** means any obligation that is payable in any currency other than the applicable Domestic Currency, provided that a Standard Specified Currency shall not constitute a Domestic Currency;
- (v) **“Not Domestic Law”** means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute Domestic Law;
- (vi) **“Listed”** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and
- (vii) **“Not Domestic Issuance”** means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the relevant Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the relevant Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of the Reference Entity) shall be deemed not to be issued (or reissued as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference Entity.

**“Obligation Acceleration”** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

**“Obligation Currency”** means the currency or currencies in which an Obligation is denominated.

**“Obligation Default”** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

**“Original Non-Standard Reference Obligation”** means each obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as a Reference Obligation in the applicable Pricing Supplement (if any is so specified).

**“Outstanding Amount”** has the meaning given to that term in the definition of “Notice of Physical Settlement”.

The **“Outstanding Principal Balance”** of an obligation will be calculated as follows:

- (a) first, by determining, in respect of the obligation, the amount of the Reference Entity’s principal payment obligations and, where applicable in accordance with the definition of “Accrued Interest”, the Reference Entity’s accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (i) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (ii) the amount of the Fixed Cap, if any);
- (b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (i) is subject to any Prohibited Action, or (ii) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (A) payment or (B) a Permitted Contingency) (the amount determined in sub-paragraph (a) of the definition of “Outstanding Principal Balance” less any amounts subtracted in accordance with this sub-paragraph (b), the **“Non-Contingent Amount”**); and
- (c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

- (A) unless otherwise specified, in accordance with the terms of the obligation in effect on (I) the Delivery Date, or (II) the Valuation Date, as applicable; and
- (B) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

For the purpose of this definition of “Outstanding Principal Balance”, **“Quantum of the Claim”** means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

**“Package Observable Bond”** means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at [www.isda.org](http://www.isda.org) from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within the definition of Deliverable Obligation set out in sub-paragraph (a) or (b) of the definition of “Deliverable Obligation”, in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

**“Parallel Auction”** means the “Auction” which is the subject of the relevant Parallel Auction Settlement Terms.

**“Parallel Auction Cancellation Date”** means the “Auction Cancellation Date” in respect of the relevant Parallel Auction Settlement Terms.

**“Parallel Auction Settlement Terms”** means, following the occurrence of an M(M)R Restructuring”, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such an M(M)R

Restructuring if the Calculation Agent determines in its discretion, acting in a commercially reasonable manner, that the relevant Deliverable Obligation Terms are substantially the same as the Deliverable Obligation Provisions applicable to the relevant Credit Linked Notes and for which a credit derivatives transaction with the same tenor as Series of the Credit Linked Notes would not be an “Auction Covered Transaction” for the purpose of the relevant Credit Derivatives Auction Settlement Terms.

“**Partial Nominal Amount**” has the meaning given to that term in Condition 8(m) (*Successor Provisions*).

“**Payment Requirement**” means the amount specified as such in the applicable Pricing Supplement or its equivalent in the relevant Obligation Currency (or, if no such amount is specified, USD 1,000,000 or its equivalent in the relevant Obligation Currency) in either case as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as appropriate.

“**Permissible Deliverable Obligation**” has the meaning set out in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included on the Final List pursuant to the Deliverable Obligation Terms that are applicable to that Auction.

“**Permitted Contingency**” means, with respect to an obligation, any reduction to the Reference Entity’s payment obligations:

- (a) as a result of the application of:
  - (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;
  - (ii) provisions implementing the Subordination of the obligation;
  - (iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);
  - (iv) any Solvency Capital Provisions, if “Subordinated European Insurance Terms” is specified as applicable in the applicable Pricing Supplement; or
  - (v) provisions which permit the Reference Entity’s obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, if “Financial Reference Entity Terms” is specified as applicable in the applicable Pricing Supplement; or
- (b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

“**Permitted Transfer**” means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

“**Physical Redemption Assets**” means, in respect of Credit Linked Notes for which pursuant to Condition 8(f) (*Physical Redemption Terms*) the Physical Redemption Terms are applicable, subject to Condition 8(j) (*Effect of DC Announcements*), such Deliverable Obligations as may be selected by the Bank with (a) an Outstanding Principal Balance (as determined by the Calculation Agent in its discretion, acting in a commercially reasonable manner, on the date of the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable), in respect of Deliverable Obligations that are Borrowed Money Obligations or (b) a Due and Payable Amount, in respect of Deliverable

Obligations that are not Borrowed Money Obligations (or in either case, the equivalent Currency Amount thereof), with an Outstanding Principal Balance equal to (i) the Applicable Proportion of the Aggregate Nominal Amount of the Credit Linked Notes (as determined by the Calculation Agent in its discretion, acting in a commercially reasonable manner, on the date of the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable) less (or plus, depending on whether the Unwind Costs, if applicable, are payable to the Noteholder or by the Noteholder) (ii) an Outstanding Principal Balance (as determined by the Calculation Agent in its discretion, acting in a commercially reasonable manner, on the date of the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable) or Due and Payable Amount, as the case may be, of such Deliverable Obligations with a market value as determined by the Calculation Agent and/or, where Unwind Costs (if any and if applicable) are payable to the Noteholder, a cash amount as determined by the Calculation Agent, which in aggregate is equal to the sum of any Delivery Expenses and, unless “Adjustment for Unwind Costs” is specified to be not applicable in the applicable Pricing Supplement, any Unwind Costs. If the amount of the Physical Redemption Assets is less than zero, no Deliverable Obligations will be required to be Delivered and the amount of the Physical Redemption Assets will be deemed to be zero. If an Asset Package Credit Event has occurred and a Prior Deliverable Obligation or Package Observable Bond which would otherwise have been included in the Physical Redemption Assets has been converted into an Asset Package, then references in this definition of “Physical Redemption Assets” to “Deliverable Obligations” shall be references to the resulting Asset Package and the Asset Package shall be treated as having the same currency and Outstanding Principal Balance as the relevant Prior Deliverable Obligation or Package Observable Bond. The Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless “Include Accrued Interest” is specified in the applicable Pricing Supplement, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest (as the Calculation Agent shall determine). In respect of a Noteholder, the “Physical Redemption Assets” means such Noteholder’s *pro rata* share of the Physical Redemption Assets as described above determined by the Calculation Agent and rounded down in accordance with Condition 8(f)(iii) (*Portfolio Shortfall Proceeds*).

**“Physical Redemption Date”** means the last day of the longest Physical Settlement Period following the date specified in the Notice Physical Settlement or NOPS Amendment Notice. If all Deliverable Obligations specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable are Delivered on or before that Physical Redemption Date, the date that the Bank completes Delivery of such Deliverable Obligations shall be the Maturity Date. If a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the scheduled Physical Redemption Date, the Physical Redemption Date shall be the earlier of (a) the second Business Day following the date on which no Hedge Disruption Event exists and (b) the day falling 60 Business Days following the scheduled Physical Redemption Date.

**“Physical Settlement Matrix”** means the “Credit Derivatives Physical Settlement Matrix” as most recently amended or supplemented as at the Issue Date (unless otherwise specified in the applicable Pricing Supplement) and as published by ISDA on its website at [www.isda.org](http://www.isda.org) (or any successor website). The Physical Settlement Matrix may be applicable to any Series of Notes (notwithstanding that the Credit Event Redemption Method for such Notes may not be “Physical Redemption”) where “Physical Settlement Matrix Standard Terms” are specified as applicable in the applicable Pricing Supplement and one or more Transaction Type(s) are specified as applying to the Reference Entity(ies) of such Series of Notes.

**“Physical Settlement Period”** means, subject to the provisions of Condition 8(j) (*Effect of DC Announcements*), the number of Business Days specified as such in the applicable Pricing Supplement or, if a number of Business Days is not so specified, then, with respect to a Deliverable

Obligation specified in the Notice of Physical Settlement or any NOPS Amendment Notice, as applicable, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as the Calculation Agent shall determine; provided that if the Bank has notified the Issue and Paying Agent that it intends to Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be 30 Business Days.

**“Portfolio Shortfall Proceeds”** has the meaning given in Condition 8(f)(iii) (*Portfolio Shortfall Proceeds*).

**“Post Dismissal Additional Period”** means the period from and including the date of the Applicable DC Credit Event Question Dismissal to and including the date that is 14 calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)).

**“Potential Failure to Pay”** means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

**“Potential Repudiation/Moratorium”** means the occurrence of an event described in sub-paragraph (a) of the definition of “Repudiation/Moratorium”.

**“Principal Protected Amount”** means the amount specified as such in the applicable Pricing Supplement, which may be described as a percentage of the Specified Denomination of each Note, provided that if no amount is so specified the Principal Protected Amount will be the Final Redemption Amount.

**“Principal Protected Notes”** means Notes to which “Principal Protection” is specified to apply in the applicable Pricing Supplement and which will, following the occurrence of a Credit Event and a Relevant Event Determination Date, be redeemed at their Principal Protected Amount.

**“Prior Deliverable Obligation”** means:

- (a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the Applicable DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within the definition of Deliverable Obligation set out in sub-paragraph (a) or (b) of the definition of “Deliverable Obligation”, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or
- (b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation of the relevant Reference Entity (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the Applicable DC Credit Event Announcement), such Reference Obligation, if any.

**“Private-side Loan”** means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

**“Prohibited Action”** means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in sub-paragraphs (a) to (d) in the definition of “Credit Event” or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

**“Public Source”** means each source of Publicly Available Information specified as such in the applicable Pricing Supplement (or, if no such source is specified, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

**“Publicly Available Information”** means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice have occurred and which:

- (a) has been published in or on not less than the Specified Number of Public Sources, regardless of whether the reader or user thereof pays a fee to obtain such information;
- (b) is information received from or published by (A) the Reference Entity (or if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign) or (B) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation, or
- (c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body

provided that where any information of the type described in sub-paragraphs (a) to (b) of this definition above is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in sub-paragraphs (b) and (c) above in the first paragraph of this definition of “Publicly Available Information”, the party receiving such information may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the party delivering such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state (i) in relation to the definition of “Downstream Affiliate”, the percentage of Voting Shares owned by the Reference Entity and (ii) that the relevant occurrence:

- (A) has met the Payment Requirement or Default Requirement;
- (B) is the result of exceeding any applicable Grace Period; or
- (C) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in sub-paragraphs (a) and (b) of the definition of “Repudiation/Moratorium”.

**“Qualifying Affiliate Guarantee”** means a Qualifying Guarantee provided by the Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

**“Qualifying Guarantee”** means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes or is

otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an “Underlying Obligation” for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (b) pursuant to the terms applicable thereto) the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance other than:
  - (i) by payment;
  - (ii) by way of Permitted Transfer;
  - (iii) by operation of law;
  - (iv) due to the existence of a Fixed Cap; or
  - (v) due to:
    - (A) provisions permitting or anticipating a Governmental Intervention, if “Financial Reference Entity Terms” is specified as applicable in the applicable Pricing Supplement; or
    - (B) any Solvency Capital Provisions, if “Subordinated European Insurance Terms” is specified as applicable in the applicable Pricing Supplement.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (A) a non-payment in respect of the guarantee or the Underlying Obligation, or (B) an event of the type described in the definition of “Bankruptcy” in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee: (I) The benefit of a Qualifying Guarantee such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and (II) if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

**“Quotation”** means each Full Quotation and the Weighted Average Quotation obtained and expressed as a percentage of the Deliverable Obligation’s Outstanding Principal Balance or Due and Payable Amount (or if a Quotation is being obtained in respect of the Asset Package resulting from any Prior Deliverable Obligation or Package Observable Bond, the Outstanding Principal Balance of the relevant Prior Deliverable Obligation or Package Observable Bond immediately prior to the Asset Package Credit Event), as applicable, with respect to a Valuation Date in the manner that follows:



- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation.
- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date, the Quotations shall be deemed to be zero.

**“Quotation Amount”** means an amount determined by the Calculation Agent not in excess of the Aggregate Nominal Amount of the Credit Linked Notes or its equivalent in the relevant Obligation Currency, which shall be converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained). Where an Asset Package Credit Event has occurred and a Deliverable Obligation has been converted into an Asset Package, the Quotation Amount for all or any part of the Asset Package shall be such amount as the Calculation Agent determines appropriate in its sole and absolute discretion.

**“Quotation Dealer”** means, as selected by the Calculation Agent in its discretion, acting in a commercially reasonable manner, a dealer in obligations of the type for which Quotations are to be obtained, including each Quotation Dealer specified in the applicable Pricing Supplement. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may, in its discretion, acting in a commercially reasonable manner, substitute any other Quotation Dealer(s) for one or more of the foregoing.

**“Quotation Method”** means the applicable Quotation Method specified in the applicable Pricing Supplement by reference to one of the following terms (or, if no Quotation Method is specified, Bid shall apply),

where:

- (a) **“Bid”** means that only bid quotations shall be requested from Quotation Dealers;
- (b) **“Offer”** means that only offer quotations shall be requested from Quotation Dealers; or
- (c) **“Mid-market”** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for purposes of determining a relevant Quotation Dealer’s quotation,

provided that in respect of any Asset Package which is the subject of a Quotation, the Quotation Method shall be any of the above Quotation Methods selected by the Calculation Agent in its sole and absolute discretion, or any other method of quotation provided in the market for the relevant Asset as determined by the Calculation Agent, notwithstanding the Quotation Method specified in the applicable Pricing Supplement.

**“Redemption Date”** means the Auction Redemption Date, Cash Redemption Date, Physical Redemption Date or, if Credit Payment on Maturity applies, the Final Auction Redemption Date or the Final Cash Redemption Date, as applicable.

**“Redemption Failure Event”** means, in each case as determined by the Bank in its discretion, acting in a commercially reasonable manner, that (a) it is impossible, impracticable or illegal for the Bank to pay (due to an event beyond the control of the Bank), or for a Noteholder to accept payment of (due to an event beyond the control of such Noteholder), any cash amount (including, without

limitation, any portion of the Auction Redemption Amount or the Cash Redemption Amount in respect of the Credit Linked Notes) required to be paid on the date scheduled for such payment, (b) the failure of a Noteholder to surrender a Credit Linked Note for cancellation on or before the Scheduled Maturity Date, first Delivery Date in respect of the applicable Physical Redemption Date, the Auction Redemption Date or the Cash Redemption Date, as the case may be, or (c) the failure of any relevant person to duly execute, deliver and/or accept a transfer certificate or other transfer document on or before any Delivery Date and/or specify a date for transfer of the relevant Deliverable Obligation that is on or before any Delivery Date, in each case in accordance with the terms of the relevant Deliverable Obligation.

**“Redemption Suspension Notice”** has the meaning given to that term in Condition 8(j) (*Effect of DC Announcements*).

**“Reference Entity”** means the entity specified as such in the applicable Pricing Supplement. Any Successor to the Reference Entity either (a) identified by the Calculation Agent pursuant to the definition of “Successor” on or following the Trade Date or (b) identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity.

**“Reference Entity Notional Amount”** means, in respect of each Reference Entity, the amount specified in the applicable Pricing Supplement, subject to amendment as provided herein.

**“Reference Obligation”** means:

- (a) if “Standard Reference Obligation” is specified as applicable in the applicable Pricing Supplement, the Standard Reference Obligation;
- (b) if “Standard Reference Obligation” is specified as not applicable in the applicable Pricing Supplement, in which case the Reference Obligation(s) will be the Non-Standard Reference Obligation(s), if any; or
- (c) if (i) “Standard Reference Obligation” is specified as applicable in the applicable Pricing Supplement, (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the applicable Pricing Supplement, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

**“Reference Obligation Only Entity”** means a Reference Entity in respect of which (a) “Reference Obligation Only” is specified as the Obligation Category and the Deliverable Obligation Category in the applicable Pricing Supplement in respect of such Reference Entity and (b) “Standard Reference Obligation” is specified as not applicable in the applicable Pricing Supplement in respect of such Reference Entity.

**“Reference Portfolio”** means the Reference Entity and Reference Obligation or the portfolio of Reference Entities and Reference Obligations, as the case may be, specified in the applicable Pricing Supplement, as the same may be amended from time to time in accordance with the provisions of this Condition 8 and the applicable Pricing Supplement.

**“Relevant City Business Day”** has the meaning given to that term in the DC Rules.

**“Relevant Credit Event”** means:

- (a) in the case of Single Name Credit Linked Notes and Fixed Recovery Credit Linked Notes, the first Credit Event to occur with respect to the Reference Entity; and
- (b) in the case of Linear Basket Notes, each Credit Event to occur with respect to any Reference Entity in the Reference Portfolio.

**“Relevant Event Determination Date”** means the Event Determination Date occurring with respect to a Relevant Credit Event.

**“Relevant Guarantee”** means a Qualifying Affiliate Guarantee or, if “All Guarantees” is specified as applicable in the applicable Pricing Supplement, a Qualifying Guarantee.

**“Relevant Holder”** means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement, or NOPS Amendment Notice, as applicable.

**“Relevant Obligations”** means the Obligations of the Reference Entity which fall within the Obligation Category “Bond or Loan” and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;
- (b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under the definition of “Successor”, make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category “Bond or Loan” that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;
- (c) if “Financial Reference Entity Terms” is specified as applicable in the applicable Pricing Supplement and the Reference Entity is a Senior Reference Entity, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category “Bond or Loan”; and
- (d) if “Financial Reference Entity Terms” is specified as applicable in the applicable Pricing Supplement, and the relevant Reference Entity is a Subordinated Reference Entity, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category “Bond or Loan”, provided that if no such Relevant Obligations exist, “Relevant Obligations” shall have the same meaning as it would if the relevant Reference Entity were a Senior Reference Entity.

**“Repudiation/Moratorium”** means the occurrence of both of the following events: (a) an authorised officer of the Reference Entity or a Governmental Authority (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement or (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation that occurs on or prior to the Repudiation/Moratorium Evaluation Date.

**“Repudiation/Moratorium Evaluation Date”** means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date, (a) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (i) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (ii) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (b) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium; provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Scheduled Maturity Date unless the Repudiation/Moratorium Extension Condition is satisfied.

The **“Repudiation/Moratorium Extension Condition”** is satisfied (a) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is fourteen calendar days after the Scheduled Maturity Date, that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the Reference Entity and that such event occurred on or prior to the Scheduled Maturity Date and such resolution constitutes an Applicable Resolution or (b) otherwise, by the delivery by the Bank to the Issue and Paying Agent of a Repudiation/Moratorium Extension Notice and, unless **“Notice of Publicly Available Information”** is specified not applicable in the applicable Pricing Supplement, a Notice of Publicly Available Information that is effective on or prior to the date that is fourteen calendar days after the Scheduled Maturity Date. In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (i) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity or (ii) an event that constitutes a Potential Repudiation/Moratorium for the purposes of the relevant Credit Linked Notes has occurred with respect to an Obligation of the relevant Reference Entity but that such event occurred after the Scheduled Maturity Date.

**“Repudiation/Moratorium Extension Notice”** means an irrevocable notice from the Bank to the Issue and Paying Agent that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Maturity Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

**“Resolve”** means, with respect to a Credit Derivatives Determinations Committee, the making of a specific determination in accordance with the DC Rules, and **“Resolved”** and **“Resolves”** shall be construed accordingly.

**“Restructured Bond or Loan”** means an Obligation that is a Bond or Loan and in respect of which the relevant Restructuring has occurred.

**“Restructuring”** means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all holders of the Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation (including, in each case, in respect of Bonds only, by way of exchange) and such event is not expressly provided for under the terms of

such Obligation in effect as of the later of the Credit Event Backstop Date applicable to the relevant Credit Linked Notes and the date as of which such Obligation is issued or incurred:

- (a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (c) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest or (ii) the payment of principal or premium;
- (d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
- (e) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Notwithstanding the above in this definition of “Restructuring”, none of the following shall constitute a Restructuring:

- (i) the payment in euros of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;
- (ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;
- (iii) the occurrence of, agreement to or announcement of any of the events described in subparagraphs (a) to (e) of this definition of “Restructuring” due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and
- (iv) the occurrence of, agreement to or announcement of any of the events described in subparagraphs (a) to (e) of this definition of “Restructuring” in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of sub-paragraph (e) of this definition of “Restructuring” only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For the purposes of this definition of “Restructuring”, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in this

definition shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in this definition of “Restructuring” shall continue to refer to the Reference Entity.

If an exchange has occurred, the determination as to whether one of the events described under sub-paragraphs (a) to (e) of this definition has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

**“Restructuring Date”** means the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**“Restructuring Maturity Limitation Date”** means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a **“Latest Maturity Restructured Bond or Loan”**) and the Scheduled Maturity Date occurs prior to the final maturity date of such Latest Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan.

**“Revised Currency Rate”** means, with respect to a Replacement Deliverable Obligation specified in a NOPS Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount is denominated and the currency in which the Outstanding Amount of such Replacement Deliverable Obligation is denominated that is determined either (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time or (b) if such rate is not available at such time, as the Calculation Agent shall determine in a commercially reasonable manner.

**“Scheduled Maturity Date”** means, in respect of an issue of Notes, the date specified as such in the applicable Pricing Supplement.

**“Senior Obligation”** means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity.

**“Senior Reference Entity”** means a Reference Entity for which (a) the Reference Obligation(s) or Prior Reference Obligation(s), as applicable, is/are a Senior Obligation provided that if there is more than one Reference Obligation for a Reference Entity, and not all of the Reference Obligations are Senior Obligations, then “Senior Reference Entity” means a Reference Entity in respect of which “Senior Level” is specified as the Seniority Level in the applicable Pricing Supplement, or (b) there is no Reference Obligation or Prior Reference Obligation.

**“Seniority Level”** means, with respect to a Reference Entity, (a) “Senior Level” or “Subordinated Level” as specified in the applicable Pricing Supplement, or (b) if no such seniority level is specified in the applicable Pricing Supplement, “Senior Level” if the only Original Non-Standard Reference Obligation is a Senior Obligation or “Subordinated Level” if the only Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which (c) “Senior Level”.

**“Settlement Currency”** means the currency specified in the applicable Pricing Supplement, or if no currency is specified in the applicable Pricing Supplement, the Specified Currency of the Credit Linked Notes.

**“Single Name Credit Linked Notes”** means any Series in respect of which the Bank purchases credit protection from Noteholders in respect of one Reference Entity alone.

**“Solvency Capital Provisions”** means any terms in an obligation which permit the Reference Entity’s payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced

or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

**“Sovereign”** means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including, without limiting the foregoing, the central bank) thereof.

**“Sovereign Restructured Deliverable Obligation”** means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or Applicable DC Credit Event Announcement has occurred and (b) which fell within the definition of a Deliverable Obligation immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**“Sovereign Succession Event”** means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

**“Specified Number”** means the number of Public Sources specified in the applicable Pricing Supplement (or, if no such number is specified, two).

**“SRO List”** means the list of Standard Reference Obligations as published by ISDA on its website at [www.isda.org](http://www.isda.org) from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

**“Standard Reference Obligation”** means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

**“Standard Specified Currency”** means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

**“Steps Plan”** means a plan evidenced by Eligible Information contemplating that there will be a series of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

**“Subordinated Obligation”** means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of the Reference Entity existed.

**“Subordinated Reference Entity”** means a Reference Entity for which the Reference Obligation(s) or Prior Reference Obligation(s), as applicable, is/are a Subordinated Obligation provided that, if there is more than one Reference Obligation and not all of the Reference Obligations are Subordinated Reference Obligations, then “Subordinated Reference Entity” means a Reference Entity specified as such in the applicable Pricing Supplement.

**“Substitute Reference Obligation”** means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that may replace the Non-Standard Reference Obligation, determined by the Calculation Agent in accordance with Condition 8(p) (*Reference Obligation*).

Notwithstanding the definition of “Substitute Reference Obligation” (a) no Substitute Reference Obligation shall be determined in respect of a Reference Obligation Only Series and (b) if the events set out in sub-paragraph (b) or (c) of the definition of “Substitution Event” occur with respect to the

Reference Obligation in a Reference Obligation Only Series, such Reference Obligation shall continue to be the Reference Obligation.

**“Substitution Date”** means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Issue and Paying Agent of the Substitute Reference Obligation that it has identified in accordance with the definition of “Substitute Reference Obligation”.

**“Substitution Event”** means, with respect to a Non-Standard Reference Obligation:

- (a) the Non-Standard Reference Obligation is redeemed in whole;
- (b) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below USD 10,000,000 or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or
- (c) for any other reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity, (either directly or as provider of a guarantee).

For the purposes of the identification of a Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation’s CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event.

If an event described in sub-paragraph (a) or (b) of this definition has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to sub-paragraph (a) or (b) of this definition, as the case may be, on the Trade Date.

**“Substitution Event Date”** means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

**“Substitution Event Redemption Amount”** has the meaning given to it in Condition 8(o)(iii)(A) (*Reference Obligation Only Series*).

**“Successor”** means:

- (a) subject to Condition 8(n)(v) (*Eligible Successors*), the entity or entities, if any, determined by the Calculation Agent or the Credit Derivatives Determinations Committee (as applicable) as follows:
  - (i) subject to sub-paragraph (vii) of this definition, if one entity succeeds, either directly or as a provider of a Relevant Guarantee to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor in respect of (A) the entire Aggregate Nominal Amount of the Notes outstanding as at the Succession Date or (B) if the Notes are Linear Basket Notes, the entire Reference Entity Notional Amount of that original Reference Entity outstanding as at the Succession Date;
  - (ii) if only one entity succeeds, either directly or as a provider of a Relevant Guarantee to more than twenty-five per cent. (but less than seventy-five per cent.) of the Relevant Obligations of the Reference Entity and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor in respect of (A) the entire Aggregate Nominal Amount of the Notes outstanding as at the Succession Date or (B) if the Notes are Linear Basket Notes, the entire Reference Entity Notional Amount of that original Reference Entity outstanding as at the Succession Date;



- (iii) if more than one entity each succeeds, either directly or as provider of a Relevant Guarantee to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor in respect of a portion of the Aggregate Nominal Amount of the Notes outstanding as at the Succession Date or, if the Notes are Linear Basket Notes, in respect of a portion of the Reference Entity Notional Amount of the original Reference Entity outstanding as at the Succession Date (subject to Condition 8(m) (*Successor Provisions*));
- (iv) if one or more entities each succeeds, either directly or as provider of a Relevant Guarantee to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor in respect of a portion of the Aggregate Nominal Amount of the Notes outstanding as at the Succession Date or, if the Notes are Linear Basket Notes, in respect of a portion of the Reference Entity Notional Amount of the original Reference Entity outstanding as at the Succession Date subject to and in accordance with Condition 8(m) (*Successor Provisions*);
- (v) if one or more entities succeeds, either directly or as provider of a Relevant Guarantee to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity and the Credit Linked Notes will not be changed in any way as a result of such succession; and
- (vi) if one or more entities succeeds either directly or as provider of a Relevant Guarantee to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor) subject to and in accordance with the provisions of Condition 8(m) (*Successor Provisions*).
- (vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the “**Universal Successor**”) will be the sole Successor in respect of the relevant Series.

For the purposes of this definition, “**succeed**” means, with respect to the Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (A) assumes or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (B) issues Bonds or incurs loans (the “**Exchange Bonds or Loans**”) that are exchanged for Relevant Obligations (or, as applicable, obligations), and in either case the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to the Relevant Obligations or such Exchange Bonds or Loans, as

applicable. For the purposes of this definition, “**succeeded**” and “**succession**” shall be construed accordingly.

“**Successor Backstop Date**” means for purposes of any Successor determination determined by DC Resolution, the date that is 90 calendar days prior to the Successor Resolution Request Date otherwise, the date that is 90 calendar days prior to the earlier of (a) the date on which the Successor Notice is effective and (b) in circumstances where (i) a Successor Resolution Request Date has occurred, (ii) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (iii) the Successor Notice is delivered by the Bank to the Issue and Paying Agent not more than 14 calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

“**Succession Date**” means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (a) the date on which a determination pursuant to sub-paragraph (a) of the definition of “Successor” would not be affected by any further related successions in respect of such Steps Plan, or (b) the occurrence of an Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

“**Successor Notice**” means an irrevocable notice from the Bank to the Issue and Paying Agent that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined. A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to sub-paragraph (a) of the definition of “Successor”.

“**Successor Resolution Request Date**” means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

“**TARGET Settlement Day**” means any day on which TARGET2 (the Trans-European Automated Real-time Gross Settlement Express Transfer System) is open.

“**Term**” means the period commencing on and including the Trade Date and ending on and including the Scheduled Maturity Date (or, if applicable, Extended Maturity Date) of the Credit Linked Notes.

“**Trade Date**” means the date specified as such in the applicable Pricing Supplement.

“**Transaction Auction Settlement Terms**” means the relevant Credit Derivatives Auction Settlement Terms, whether or not the Credit Linked Notes are covered by such Credit Derivatives Auction Settlement Terms; provided that the Calculation Agent determines in its discretion, acting in a commercially reasonable manner, that (a) the relevant Deliverable Obligations Terms are substantially the same as the Deliverable Obligations Provisions with respect to the Credit Linked Notes, and (b) if such Credit Event is a Restructuring for which either “Restructuring Maturity Limitation and Fully Transferable Obligation” or “Modified Restructuring Maturity Limitation and Conditionally Transferable Obligation” is applicable or deemed to be applicable, a credit derivatives transaction with the same tenor as the Credit Linked Notes would be an “Auction Covered Transaction” for the purposes of the relevant Credit Derivatives Auction Settlement Terms.

**“Transaction Type”** means, for the purposes of the application of the Physical Settlement Matrix to a Series where “Physical Settlement Matrix Standard Terms” is specified as applicable in the applicable Pricing Supplement, each Reference Entity designated as one of the following in the applicable Pricing Supplement:

- (a) North American Corporate;
- (b) European Corporate;
- (c) European Financial Corporate;
- (d) Australia Corporate;
- (e) Australia Financial Corporate;
- (f) New Zealand Corporate;
- (g) New Zealand Financial Corporate;
- (h) Japan Corporate;
- (i) Japan Financial Corporate;
- (j) Singapore Corporate;
- (k) Singapore Financial Corporate;
- (l) Asia Corporate;
- (m) Asia Financial Corporate;
- (n) Asia Sovereign;
- (o) Emerging European & Middle Eastern Sovereign;
- (p) Japan Sovereign;
- (q) Australia Sovereign;
- (r) New Zealand Sovereign;
- (s) Singapore Sovereign;
- (t) Latin America Sovereign;
- (u) Western European Sovereign,

and any other Transaction Type which may be added to the Physical Settlement Matrix from time to time.

**“Undeliverable Deliverable Obligations”** has the meaning given to that term in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*).

**“Undelivered Deliverable Obligation”** has the meaning given to that term in Condition 8(f)(x) (*Partial Cash Redemption Terms and Fallback Cash Redemption Terms*).

**“Underlying Obligation”** means, with respect to a guarantee, the obligation which is the subject of the guarantee.

**“Underlying Obligor”** means, with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

**“Universal Successor”** has the meaning given in the definition of Successor.

**“Valuation Date”** means:

- (a) if “Single Valuation Date” is specified in the applicable Pricing Supplement, subject to the provisions of Condition 8(j) (*Effect of DC Announcements*), the date that is the number of Business Days specified in the applicable Pricing Supplement after the Event Determination Date (or, if the Event Determination Date occurs pursuant to sub-paragraph (a)(ii) of the definition of “Event Determination Date or sub-paragraph (b)(i) of the definition of “Non-standard Event Determination Date”, the day on which the DC Credit Event Announcement occurs) or, if the number of Business Days is not so specified, any day falling on or before the 90<sup>th</sup> Business Day after the Relevant Event Determination Date or, following any Auction Cancellation Date or No Auction Announcement Date, after such Auction Cancellation Date or No Auction Announcement Date (in each case, as selected by the Calculation Agent in its discretion, acting in a commercially reasonable manner);
- (b) if “Multiple Valuation Dates” is specified in the applicable Pricing Supplement, subject to the provisions of Condition 8(j) (*Effect of DC Announcements*), each of the following dates:
  - (i) the date that is the number of Business Days specified in the applicable Pricing Supplement after the Event Determination Date (or, if the Event Determination Date occurs pursuant to sub-paragraph (a)(ii) of the definition of “Event Determination Date” or sub-paragraph (b)(i) of the definition of “Non-standard Event Determination Date”, the day on which the DC Credit Event Announcement occurs), Auction Cancellation Date or No Auction Announcement Date (or, if the number of Business Days is not specified, 5 Business Days); and
  - (ii) each successive date that is the number of Business Days specified in the applicable Pricing Supplement (or if the number of Business Days is not so specified, 5 Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When “Multiple Valuation Dates” is specified in the applicable Pricing Supplement, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Pricing Supplement (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

- (c) if neither “Single Valuation Date” nor “Multiple Valuation Dates” is specified in the applicable Pricing Supplement, the terms of sub-paragraph (a) of this definition shall apply as if “Single Valuation Date” had been specified in the applicable Pricing Supplement.

**“Valuation Method”** means:

- (a) where there is only one Valuation Date, Highest, Lowest or Market, as specified in the applicable Pricing Supplement.

If no Valuation Method is specified in the applicable Pricing Supplement, the Valuation Method shall be Highest.

- (b) where there is more than one Valuation Date, Average Highest, Average Market or Highest, as specified in the applicable Pricing Supplement.

If no Valuation Method is specified in the relevant Pricing Supplement, the Valuation Method shall be Average Highest.

where:

- (i) **“Average Highest”** means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent (or in accordance with sub-paragraph (b) of the definition of “Quotation”) with respect to each Valuation Date;
- (ii) **“Average Market”** means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or
- (iii) **“Highest”** means the highest Quotation obtained by the Calculation Agent (or in accordance with sub-paragraph (b) of the definition of “Quotation”) with respect to any Valuation Date;
- (iv) **“Lowest”** means the lowest Quotation obtained by the Calculation Agent (or in accordance with sub-paragraph (b) of the definition of “Quotation”) with respect to any Valuation Date; and
- (v) **“Market”** means the Market Value determined by the Calculation Agent with respect to the Valuation Date.

Notwithstanding sub-paragraphs (a) and (b) of this definition, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Valuation Method shall be Market or Average Market, as the case may be.

**“Valuation Time”** means the time specified as such in the applicable Pricing Supplement or, if no such time is specified, the time determined by the Calculation Agent, which shall be as close as reasonably practicable to 11:00 a.m. in the principal market valuing the Reference Obligation, unless the Calculation Agent determines that the principal market valuing the Reference Obligation would be closed at such time or such transactions are not being conducted in sufficient volume (as determined by the Calculation Agent in its discretion, acting in a commercially reasonable manner) at such time, in which event the Valuation Time shall be such other time as may be specified by the Calculation Agent that such principal market is open.

**“Voting Shares”** means the shares or other interests that have the power to elect the board of directors or similar governing body of an entity.

**“Weighted Average Quotation”** means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but of a size at least equal to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

**“Weighting”** means in respect of a Reference Entity, the weighting specified for such Reference Entity in the applicable Pricing Supplement.

(v) *Interpretation of Obligation Characteristics and Deliverable Obligation Characteristics*

- (i) If either of the Obligation Characteristics “Listed” or “Not Domestic Issuance” is specified in the applicable Pricing Supplement, the applicable Pricing Supplement shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds;
- (ii) If (A) either of the Deliverable Obligation Characteristics “Listed”, “Not Domestic Issuance” or “Not Bearer” is specified in the applicable Pricing Supplement, the applicable Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds; (ii) the Deliverable Obligation Characteristic “Transferable” is specified in the applicable Pricing Supplement, such Pricing Supplement shall be construed as though such Deliverable

Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics “Assignable Loan”, “Consent Required Loan” or “Direct Loan Participation” is specified in the applicable Pricing Supplement, such Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans; and

- (iii) If more than one of “Assignable Loan”, “Consent Required Loan” and “Direct Loan Participation” are specified as Deliverable Obligation Characteristics in the applicable Pricing Supplement, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.
- (iv) If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:
  - (A) For the purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;
  - (B) For the purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or Deliverable Obligation Characteristics, if any, specified in the applicable Pricing Supplement from the following list: “Not Subordinated”, “Specified Currency”, “Not Sovereign Lender”, “Not Domestic Currency” and “Not Domestic Law”.
  - (C) For the purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the applicable Pricing Supplement from the following list: “Listed”, “Not Domestic Issuance”, “Assignable Loan”, “Consent Required Loan”, “Direct Loan Participation”, “Transferable”, “Maximum Maturity”, “Accelerated” or “Matured” and “Not Bearer”; and
  - (D) For the purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.
- (v) For purposes of the application of the Deliverable Obligation Characteristic “Maximum Maturity”, remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.
- (vi) If “Financial Reference Entity Terms” and “Governmental Intervention” are specified as applicable in the applicable Pricing Supplement, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity’s obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.
- (vii) For purposes of determining the applicability of Deliverable Obligation Characteristics and the requirements specified in Condition 8(n)(i) (*Restructuring Maturity Limitation*) and subparagraph (A) of Condition 8(n)(ii) (*Modified Restructuring Maturity Limitation*) to a Prior

Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

- (viii) If “Subordinated European Insurance Terms” is specified as applicable in the applicable Pricing Supplement, if an obligation would otherwise satisfy the “Maximum Maturity” Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

(w) *CoCo Supplementary Provisions*

If “CoCo Supplementary Provisions” is specified as applicable in the applicable Pricing Supplement, the following provisions will apply:

- (i) A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention for all purposes under this Condition 8.
- (ii) If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (A) a permanent or temporary reduction of the amount of principal payable at redemption or (B) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a Governmental Intervention falling within sub-paragraph (a) of the definition of “Governmental Intervention”.
- (iii) For the purposes of this Condition 8(w):

“**CoCo Provision**” means, with respect to an Obligation, a provision which requires (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage;

“**Trigger Percentage**” means the trigger percentage specified in the applicable Pricing Supplement (or if no such trigger percentage is specified, 5.25% per cent.); and

“**Capital Ratio**” means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time.

## 9 Index Linked Notes

If the Index Linked Note Provisions are specified as applicable in the applicable Pricing Supplement, the provisions of this Condition 9 apply, as applicable, as modified by the applicable Pricing Supplement. In the case of any inconsistency between this Condition 9 and the other Conditions, this Condition 9 will prevail.

(a) *Adjustments to an Index*

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

If a relevant Index is (1) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (2) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula and/or method of calculation as used in the calculation of that Index, then in each case that index (the “**Successor Index**”) will be deemed to be the Index.

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

If on or prior to any Valuation Date, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalization, contracts or commodities and other routine events) (a “**Modification Event**”) or permanently cancels the Index and no Successor Index exists (a “**Cancellation Event**”, together with a Modification Event, each an “**Index Adjustment Event**”), then the Calculation Agent will use reasonable endeavours to identify a replacement index (“**Replacement Index**”) that is calculated and announced by a replacement sponsor, using, in the determination of the Calculation Agent, the same or a substantially similar formula and/or method of calculation as the Index so affected by the Modification Event or the Cancellation Event (“**Affected Index**”), and shall make any necessary adjustment to reflect such replacement, including without limitation any difference between the Replacement Index and the Affected Index or where a Replacement Index cannot be identified, the Notes may be redeemed in whole, but not in part, on any date on the Issuer giving not less than five nor more than 60 days’ notice to the Noteholders in accordance with Condition 23 (*Notices*), at the Early Redemption Amount (Index Linked) with respect to each Note.

(b) *Correction of Closing Price*

If, in respect of an Index, the Closing Price of such Index published on a given day and used or to be used by the Calculation Agent to determine the interest or principal payable, as the case may be, is subsequently corrected and the correction published by the person or company responsible for that publication or announcement within 30 days of the original publication, the Issuer may notify the Noteholder of (a) that correction and (b) the amount that is payable as a result of that correction.

(c) *Additional Disruption Events*

If Additional Disruption Events are specified as applicable in the applicable Pricing Supplement, then if an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the other terms of these Conditions and/or the applicable Pricing Supplement to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (ii) give notice to the Noteholders and redeem all, but not some only, of the Notes at the Early Redemption Amount (Index Linked).

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Noteholders stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

Notwithstanding the provisions of Condition 23 (*Notices*), any notice of redemption given as a result of an Additional Disruption Event may specify a termination date which may be the day on which the notice of redemption is given to Euroclear and/or Clearstream, Luxembourg and/or CDP, and any such notice may be deemed to be given to the Noteholders on the date on which it is given to Euroclear and/or Clearstream, Luxembourg and/or CDP.

(d) *Definitions applicable to Index Linked Notes*

“**Additional Disruption Event**” means each of Change in Law, Hedging Disruption Event and/or Increased Cost of Hedging, in each case if specified in the applicable Pricing Supplement.

“**CDP**” means The Central Depository (Pte) Limited.



**“Change in Law”** means that, on or after the Trade Date (as specified in the applicable Pricing Supplement) (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole and absolute discretion that (i) it will, or there is a substantial likelihood that it will, with the passing of time, or it has become illegal for the Issuer or any of its Affiliates to hold, acquire or dispose of, or realise, recover or remit the proceeds of the sale or disposal of, any relevant Index Component or other security (or other component) comprised in an Index relating to such Notes or any transaction(s) or asset(s) it deems necessary to hedge the equity price risk or any other relevant price risk including, without limitation, any currency risk, of the Issuer issuing and performing its obligations with respect to the Notes (ii) it has become illegal for the Issuer or any of its Affiliates to hold, acquire, purchase, sell, dispose or maintain one or more (A) positions or contracts in respect of any Index Component(s), securities, options, futures, derivatives or foreign exchange in relation to such Notes or in relation to the hedging activities of the Issuer or any of its Affiliates in connection with the Notes, (B) its stock loan transactions in relation to such Notes or (C) other instruments or arrangements (howsoever described) held by the Issuer or any of its Affiliates in order to hedge, individually or on a portfolio basis, such Notes or (iii) the Issuer or any of its Affiliates will incur a materially increased cost in performing its obligations in relation to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

**“Clearstream, Luxembourg”** means Clearstream Banking S.A.

**“Closing Price”** means, in respect of an Index on a Scheduled Trading Day, subject to adjustment in accordance with the provisions of Index Adjustment Events, the official closing level of the Index published by the relevant Index Sponsor on such day *provided however*, that where such day is a Reference Trading Day, the Calculation Agent shall determine the Closing Price for the Index on the basis of its good faith estimate of the bid price that would have prevailed on the Reference Trading Day but for the Market Disruption Event.

**“Early Redemption Amount (Index Linked)”** means the amount specified as such in the applicable Pricing Supplement and, if “Adjustment for Unwind Costs” is specified as applicable in the applicable Pricing Supplement, adjusted to take account fully for any Unwind Costs;

**“Euroclear”** means Euroclear Bank SA/NV.

**“Exchange(s)”** means the primary exchange(s) or quotation system for any Index Component of each of the Index(es).

**“Hedging Disruption”** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or other hedging arrangement(s) it deems necessary to hedge the equity or other price risk (including, but not limited to, the currency risk) of the Issuer issuing and performing its obligations with respect to or in connection with the Notes, or (b) freely realise, recover, receive, repatriate, transfer or remit the proceeds of any such transaction(s), asset(s) or hedging arrangement(s).

**“Increased Cost of Hedging”** means that the Issuer and/or any of its Affiliates would incur a materially increased costs (as compared with circumstances existing on the Trade Date), including, without limitation, amount of tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk (including, but not limited to, any currency risk) of

the Issuer issuing and performing its obligations in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates, as applicable, shall not be deemed an Increased Cost of Hedging.

“**Index**” and “**Indexes**” means the index or indexes specified in the applicable Pricing Supplement subject to adjustment, exchange, replacement or substitution from time to time by the Calculation Agent pursuant to or under Condition 9(a) (*Adjustments to an Index*).

“**Index Components**” means, in relation to an Index, the securities, commodities, contracts or other matters (including other indexes) by reference to which the level of the Index is from time to time calculated.

“**Index Sponsor**” means the corporation or other entity that is (a) responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (b) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day.

“**Initial Price**” means the price as set out in the Pricing Supplement, subject to adjustment in accordance with provisions of Index Adjustment Events.

“**Initial Valuation Date**” means the date on which the Initial Price is determined.

“**Market Disruption Event**” means, in respect of an Index:

- (a) the failure of the Index Sponsor to announce or publish the closing price or such other published price level of the Index (as determined by the Calculation Agent); or
- (b) the occurrence or existence at any time of:
  - (i) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise,
    - (A) on any relevant Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Index, or
    - (B) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
  - (ii) any event (other than an event described in (i) above) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for, on any relevant Exchange(s), Index Components that comprise 20 per cent. or more of the level of the relevant Index, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
- (c) the closure on any Exchange Business Day of any relevant Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange(s) prior to its Scheduled Closing Time,

which in any of the above cases the Calculation Agent determines is material.

For the purpose of determining whether a Market Disruption Event in respect of an Index exists at any time, if a Market Disruption Event occurs in respect of an Index Component included in the Index at any time, then the relevant percentage contribution of that Index Component to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to

that Index Component, and (ii) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

**“Multiplier”** means the percentage or amount specified in the applicable Pricing Supplement.

**“Reference Price”** means the Reference Price as specified in the applicable Pricing Supplement, or if no such price is specified in the applicable Pricing Supplement:

- (a) where the Notes relate to a single Index, the price or level at the Valuation Time on the Valuation Date of the Index as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or, if such day is a Reference Trading Day, the Calculation Agent shall, where practicable, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable, determine the Reference Price in accordance with its good faith estimate of the Reference Price as of the Valuation Time on such day; the amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Pricing Supplement, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price; or
- (b) where the Notes relate to a Basket of Indexes, an amount equal to the sum of the values calculated for each Index at the price or level at the Valuation Time on the Valuation Date of the Index as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or, if such day is a Reference Trading Day, the Calculation Agent shall, where practicable, determine the Reference Price in the manner set out in the applicable Pricing Supplement, or if not set out or not so practicable, determine the Reference Price in accordance with its good faith estimate of the Reference Price as of the Valuation Time on such day, multiplied by the relevant Multiplier. Each value determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Pricing Supplement, into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.

**“Related Exchange”** means, in relation to an Index, each Exchange or quotation system specified as such in relation to such Index in the applicable Pricing Supplement, any successor to such exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange) *provided however*, where “All Exchanges” is specified as the Related Exchange in the applicable Pricing Supplement, the Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

**“Strike Price”** means, in respect of an Index Linked Note, the level or number specified as such in the applicable Pricing Supplement.

**“Valuation Date”** means the date (or each date) specified as such in the applicable Pricing Supplement or, if such date is not a Scheduled Trading Day in respect of an Index, the immediately succeeding Scheduled Trading Day, unless Disrupted Day is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, such day is a Disrupted Day in respect of an Index:

- (a) where the Notes relate to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date. In that case, the eighth

Scheduled Trading Day Maturity Date (“**Reference Trading Day**”), as the case may be, shall be deemed to be the Valuation Date notwithstanding the fact that such day is a Disrupted Day; or

- (b) where the Notes relate to a Basket of Indexes, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the disrupted Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date or, if a shorter period, such number of Scheduled Trading Days up to the third Scheduled Trading Day before the immediately following Interest Payment Date or the Maturity Date, as the case may be, is a Disrupted Day relating to the disrupted Index. In that case, that eighth Scheduled Trading Day or third Scheduled Trading Day before the immediately following Interest Payment Date or the Maturity Date (“**Reference Trading Day**”), as the case may be, shall be deemed to be the Valuation Date for the disrupted Index notwithstanding the fact that such a day is a Disrupted Day.

“**Valuation Time**” means the Valuation Time specified in the applicable Pricing Supplement or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to each Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

## 10 Equity Linked Notes

If the Equity Linked Note Provisions are specified as applicable in the applicable Pricing Supplement, the provisions of this Condition 10 apply, as applicable, as modified by the applicable Pricing Supplement. In the case of any inconsistency between this Condition 10 and the other Conditions, this Condition 10 will prevail.

(a) *Redemption of Equity Linked Notes*

Unless previously redeemed or purchased and cancelled, each nominal amount of Equity Linked Notes equal to the Calculation Amount set out in the applicable Pricing Supplement (the “**Specified Amount**”) will be redeemed by the Bank (A) if Cash Settlement is specified in the applicable Pricing Supplement, by payment of the Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement on the Maturity Date or (B) if Physical Delivery is specified in the applicable Pricing Supplement, by delivery of the Asset Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement on the Maturity Date (subject as provided below) or (C) if Cash Settlement and/or Physical Delivery is specified in the applicable Pricing Supplement, by payment of the Final Redemption Amount and/or by delivery of the Asset Amount on the terms set out in the applicable Pricing Supplement, in each case on the Maturity Date (subject as provided below).

(b) *Potential Adjustment Events, De-listing, Merger Event, Tender Offer, Nationalisation and Insolvency, Adjustments for Equity Linked Notes in respect of Underlying Equities quoted in European Currencies and Correction of Underlying Equity Prices*

- (i) If Potential Adjustment Events are specified in the applicable Pricing Supplement, then following the declaration by an Equity Issuer of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the Underlying Equities and, if so, will (a) make the corresponding adjustment, if any, to any one or more of the relevant Rate of Interest and/or Interest Amount(s), the Final Redemption Amount and/or the Asset Amount and/or the Strike Price and/or any of the other terms of these Conditions and/or the applicable

Pricing Supplement as the Calculation Agent determines appropriate to account for that diluting, concentrative or other effect (provided that no adjustment will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the Underlying Equity) and (b) determine the effective date of that adjustment. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Underlying Equities traded on that options exchange.

In making any determination in respect of any such adjustment, the Calculation Agent shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such determination for individual Noteholders 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 Calculation Agent shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Bank, the Calculation Agent, the Issue and Paying Agent or any other person any indemnification or payment in respect of any tax consequences of any such determination upon individual Noteholders or Couponholders.

Upon making any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 23 (*Notices*), stating the adjustment to the relevant Rate of Interest and/or Interest Amount(s), the Final Redemption Amount and/or the Asset Amount and/or the Strike Price and/or any of the other terms of these Conditions and/or the applicable Pricing Supplement and giving brief details of the Potential Adjustment Event.

- (ii) If (x) De-listing, Merger Event, Nationalisation and Insolvency is specified as applying in the applicable Pricing Supplement and/or (y) Tender Offer is specified as applying in the applicable Pricing Supplement and (in the case of (x)) a De-listing, Merger Event, Nationalisation or Insolvency occurs or (in the case of (y)) a Tender Offer occurs, in each case, in relation to an Underlying Equity, the Bank may:
- (A) require the Calculation Agent to determine the appropriate adjustment, if any, to be made to any one or more of the relevant Rate of Interest and/or Interest Amount(s), the Final Redemption Amount and/or the Asset Amount and/or the Strike Price and/or any of the other terms of these Conditions and/or the applicable Pricing Supplement to account for the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be; or
  - (B) give notice to the Noteholders in accordance with Condition 23 (*Notices*) and redeem all, but not some only, of the Notes, with each Specified Amount being redeemed at the Early Redemption Amount (Equity Linked) (determined in accordance with the applicable Pricing Supplement) in respect of each Note together with, if so specified in the applicable Pricing Supplement, accrued interest.

If the provisions of Condition 10(b)(ii)(A) apply the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the De-listing, Merger Event, Nationalisation or Insolvency or Tender Offer, as the case may be, made by an options exchange to options on the Underlying Equities traded on that options exchange.

In making any determination in respect of any such adjustment, the Bank and/or Calculation Agent shall not have regard to any interests arising from circumstances particular to individual

Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such determination for individual Noteholders 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 Bank and/or Calculation Agent shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Bank, the Calculation Agent, the Issue and Paying Agent or any other person any indemnification or payment in respect of any tax consequences of any such determination upon individual Noteholders or Couponholders.

Upon the occurrence (if applicable) of a De-listing, Merger Event, Nationalisation or Insolvency or Tender Offer, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 23 (*Notices*) stating the occurrence of the De-listing, Merger Event, Nationalisation or Insolvency or Tender Offer, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

- (iii) In respect of Equity Linked Notes relating to Underlying Equities originally quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union that has not adopted the single currency in accordance with the Treaty establishing the European Community, as amended, if such Underlying Equities are at any time after the Trade Date quoted, listed and/or dealt exclusively in euro on the relevant Exchange, then the Calculation Agent will adjust any one or more of the relevant Rate of Interest and/or Interest Amount(s), the Final Redemption Amount and/or the Asset Amount and/or the Strike Price and/or any of the other terms of these Conditions and/or the applicable Pricing Supplement as the Calculation Agent determines to be appropriate to preserve the economic terms of the Notes. The Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the Valuation Time at an appropriate midmarket spot rate of exchange determined by the Calculation Agent prevailing as of the Valuation Time. No adjustments under this Condition 10(b)(iii) will affect the currency denomination of any payments in respect of the Notes.

Upon making any such adjustment, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 23 (*Notices*), stating the adjustment to the Final Redemption Amount and/or the Asset Amount and/or the Strike Price and/or any of the other terms of these Conditions and/or the applicable Pricing Supplement.

- (iv) If Correction of Underlying Equity Prices is specified as applying in the applicable Pricing Supplement and the price of an Underlying Equity published on the Valuation Date or an Averaging Date, as the case may be, is subsequently corrected and the correction (the “**Corrected Underlying Equity Price**”) is published on the relevant Exchange prior to the Correction Cut-Off Date specified in the applicable Pricing Supplement, then such Corrected Underlying Equity Price shall be deemed to be the closing price for such Underlying Equity for the Valuation Date or the Averaging Date, as the case may be, and the Calculation Agent shall use such Corrected Underlying Equity Price in determining the relevant Rate of Interest and/or Interest Amount(s) and/or the Final Redemption Amount.

(c) *Share Events and Consequences in respect of a Portfolio*

If the Notes are specified as Equity Linked Notes in the applicable Pricing Supplement and relate to a Basket of Underlying Equities, the provisions of this Condition 10(c) apply, as applicable, as modified by the applicable Pricing Supplement.

- (i) General Guidelines

Upon the occurrence, at any time prior to the last Valuation Date, of a Share Event as determined by the Calculation Agent in respect of any Underlying Equity (the "**Affected Underlying Equity**"), the Calculation Agent shall, in order to maintain at all times the same number of Underlying Equities in the Basket (subject as provided in Condition 10(c)(iii)(3) (*De-Merger*) in relation to a De-Merger), elect one of the following procedures, depending on the circumstances:

- (1) keep the Affected Underlying Equity in the Basket, if it considers that such Affected Underlying Equity continues to satisfy the Selection Condition;
- (2) apply Condition 10(c)(ii)(1) (*New Share Method*), when the Share Event results in the distribution of (x) New Share(s), in order to replace the Affected Underlying Equity by a successor share; or
- (3) apply Condition 10(c)(ii)(2) (*Substitution Method*), in all other cases, to substitute a new share for the Affected Underlying Equity in the Basket.

(ii) Methods

(1) New Share Method

The procedure described below may be applied by the Calculation Agent when the occurrence of a Share Event gives rise to the distribution of a New Share in consideration for the Affected Underlying Equity. The Affected Underlying Equity will be replaced by the consideration to which a holder of such Affected Underlying Equity would be entitled to receive in respect of such holding upon consummation of the Share Event, i.e. a New Share and/or, as the case may be, Other Consideration. In such case, the Affected Underlying Equity shall be replaced by the New Share in the Basket, the New Share and the New Share issuer will be deemed to be an Underlying Equity and an Equity Issuer, respectively. The replacement of the Affected Underlying Equity, and, where applicable, the adjustment of the Initial Price (as described below) shall take effect on the trading day (in respect of the sole New Share) following the Effective Date.

Where applicable, for the purposes of determining the Performance Rate of the New Share in respect of each Valuation Date falling after the Effective Date, the Calculation Agent shall calculate an adjusted Initial Price, which shall be equal to:

$$\frac{\text{Initial Price of the Affected Underlying Equity}}{Q_e + K}$$

Where:

"**Q<sub>e</sub>**" means the number of New Shares per Affected Underlying Equity which a holder of an Affected Underlying Equity is entitled to receive upon consummation of the Share Event.

"**K**" means the Other Consideration, expressed as a number or a fraction of a number of the New Share (or Retained New Share (as defined in Condition 10(c)(iii)(1) (*Take-Over Bid*) below in the case of a Take-Over Bid), as the case may be), based on the respective valuations of the New Share and the Other Consideration in accordance with market conditions, as determined by the Calculation Agent on the Effective Date.

(2) Substitution Method

In the event that the Calculation Agent determines that Condition 10(c)(ii)(1) (*New Share Method*) is impossible to implement, i.e. when the occurrence of the Share

Event does not result in the distribution of any New Share, it will substitute for the Affected Underlying Equity an ordinary share of another issuer that qualifies as a Substitute Share, in which case the Substitute Share and its issuer shall be deemed to be the relevant Underlying Equity and the relevant Equity Issuer, respectively. The substitution of the Affected Underlying Equity, and, where applicable, the adjustment of the Initial Price (as described below), shall take effect on the trading day (in respect of the Substitute Share) following the Effective Date.

Where applicable, for the purposes of determining the Performance Rate of the Substitute Share in respect of each Valuation Date falling after the Effective Date, the Calculation Agent shall calculate an adjusted Initial Price which shall be equal to:

$$\frac{\text{Initial Price of the Affected Underlying Equity}}{AF(s)} \times AS(s)$$

Where:

“**AF(s)**” means the Reference Price of the Affected Underlying Equity on the relevant Exchange on the trading day (in respect of the Substitute Share) following the Effective Date, or if such Reference Price cannot be obtained, the last Reference Price available for the Affected Underlying Equity before the Effective Date.

“**AS(s)**” means the Reference Price of the Substitute Share determined on the same day as AF(s).

(iii) Applicable by type of Share Event

(1) Take-Over Bid

If any Underlying Equity is the subject of a Take-Over Bid, the Calculation Agent may:

- (x) keep such Affected Underlying Equity in the Basket, provided such Share continues to satisfy the Selection Condition;
- (y) if the consideration for the Affected Underlying Equity consists of (a) New Share(s) (and/or, as the case may be, Other Consideration), apply Condition 10(c)(ii)(1) (*New Share Method*) to replace the Affected Underlying Equity by a successor New Share.

For the avoidance of doubt, in the case where several New Shares have been exchanged therefor, the Calculation Agent shall select one of the New Shares (the “**Retained New Share**”) to replace the Affected Underlying Equity in the Basket. In such case, for the purposes of applying Condition 10(c)(ii)(1) (*New Share Method*), the non-retained New Shares shall be expressed as a number or fraction of a number of the Retained New Share as if they were Other Consideration; or

- (z) if the consideration for the Affected Underlying Equity does not consist of any New Share, the Calculation Agent shall apply Condition 10(c)(ii)(2) (*Substitution Method*) in order to substitute a Substitute Share for the Affected Underlying Equity in the Basket.

(2) Merger

Following the occurrence of a Merger:

- (x) if the consideration for the Affected Underlying Equity consists of a New Share (and/or, as the case may be, Other Consideration), the Calculation Agent shall



apply Condition 10(c)(ii)(1) (*New Share Method*) in order to replace the Affected Underlying Equity by the successor New Share in the Basket; or

- (y) if the consideration for the Affected Underlying Equity does not consist of any New Share, the Calculation Agent shall apply Condition 10(c)(ii)(2) (*Substitution Method*) in order to substitute a Substitute Share to the Affected Underlying Equity in the Basket.

In the event of a Merger affecting two Equity Issuers comprised in the Basket, the Calculation Agent will select a Substitute Share to replace the absorbed Equity Issuer's Underlying Equity, as described above. The absorbing Equity Issuer's Underlying Equity (which is not an Affected Underlying Equity) shall not be removed from the Basket, *provided however*, that such Underlying Equity continues to satisfy the Selection Condition. If such is not the case, the Calculation Agent may also apply Condition 10(c)(ii)(2) (*Substitution Method*) in respect of the absorbing Equity Issuer.

(3) De-Merger

In the event any Share is subject to a De-Merger:

- (x) if the consideration for the Affected Underlying Equity consists of two or more New Shares (and as the case may be, Other Consideration), the Affected Underlying Equity will be replaced by a Basket comprising the New Shares resulting from such De-Merger (the "**De-Merger Basket**"), which shall be deemed to represent one Underlying Equity only in the Basket. The Reference Price to be taken into account by the Calculation Agent in respect of the Affected Underlying Equity for the determination of any Performance Rate of the Affected Underlying Equity after the Effective Date will be the arithmetic sum of the price of each of the New Shares comprising the De-Merger Basket on the relevant Exchange, as respectively weighted in accordance with the exchange parity used in the process of De-Merger. It is moreover understood that if the De-Merger also consists of Other Consideration, such Other Consideration shall be expressed as a number or fraction of number of one of the New Shares comprised in the De-Merger Basket, as selected by the Calculation Agent, and shall be taken into account in the abovementioned arithmetic sum;
- (y) if the consideration for the Affected Underlying Equity consists solely of one type of share qualifying as a New Share (and/or, as the case may be, Other Consideration), the Calculation Agent shall apply Condition 10(c)(ii)(1) (*New Share Method*) in order to replace the Affected Underlying Equity by the successor New Share in the Basket; or
- (z) if the consideration for the Affected Underlying Equity does not consist of any New Share, the Calculation Agent shall apply Condition 10(c)(ii)(2) (*Substitution Method*) in order to substitute a Substitute Share to the Affected Underlying Equity in the Basket.

(4) Stake Event

In the event of an Equity Issuer taking a stake exceeding 20% in another Equity Issuer (unless a Merger or a Take-Over Bid), and where the Underlying Equity of the latter Equity Issuer are the Affected Underlying Equity in respect of such event, the Calculation Agent may:

- (x) keep such Affected Underlying Equity in the Basket, provided such Underlying Equity continues to satisfy the Selection Condition; or
- (y) apply Condition 10(c)(ii)(2) (*Substitution Method*) in order to substitute a Substitute Share to the Affected Underlying Equity in the Basket.

(5) Nationalisation, De-Listing

In case of occurrence of Nationalisation or De-Listing in respect of any Underlying Equity, the Calculation Agent may, whenever the Affected Underlying Equity no longer satisfies the Selection Condition, apply Condition 10(c)(ii)(2) (*Substitution Method*) in order to substitute a Substitute Share to the Affected Underlying Equity in the Basket.

(6) Similar events

In case of occurrence of any event similar to any event mentioned in Conditions 10(c)(iii)(1) (*Take-Over Bid*) to 10(c)(iii)(5) (*Nationalisation, De-Listing*) above, and which may result in the same type of effect on the Affected Underlying Equity, the Calculation Agent may apply the procedure that would be applied in case of occurrence of the event to which it is most similar.

(d) *Physical Settlement*

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

- (A) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear, Clearstream, Luxembourg, CDP, the Registrar or any Paying Agent with a copy to the Bank and not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice; or
- (B) if such Note is in definitive form, the relevant Noteholder must deliver (i) if this Note is a Bearer Note, to any Paying Agent, or (ii) if this is a Registered Note, to the Registrar or any Paying Agent, in each case, with a copy to the Bank and not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice (as defined below).

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

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

If this Note is in definitive form, this Note must be delivered together with the duly completed Asset Transfer Notice.

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

- (1) specify the name and address of the relevant Noteholder, the person from whom the Bank may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount set out in the applicable Pricing Supplement;
- (2) specify the nominal amount of Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear, Clearstream, Luxembourg, CDP or the Registrar, as the case may be, to be debited with such Notes and irrevocably

instruct and authorise Euroclear, Clearstream, Luxembourg, CDP or the Registrar, as the case may be, to debit the relevant Noteholder's account with such Notes on or before the Delivery Date;

- (3) include an undertaking to pay all Delivery Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Noteholder at Euroclear, Clearstream, Luxembourg, CDP or the Registrar, in respect thereof and to pay such Delivery Expenses;
- (4) specify an account to which dividends (if any) payable pursuant to this Condition 10(d) or any other cash amounts specified in the applicable Pricing Supplement as being payable are to be paid; and
- (5) authorise the production of such notice in any applicable administrative or legal proceedings.

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

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

Failure to complete and deliver an Asset Transfer Notice properly may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in this Condition 10(d) shall be made, in the case of Notes represented by a Global Note, by Euroclear, Clearstream, Luxembourg, CDP, the Registrar or any Paying Agent as the case may be, after consultation with the Bank and shall be conclusive and binding on the Bank and the relevant Noteholder and, in the case of Notes in definitive form, by the relevant Paying Agent or the Registrar, as the case may be, after consultation with the Bank, and shall be conclusive and binding on the Bank and the relevant Noteholder.

Delivery of the Asset Amount in respect of each Note shall be made on the Asset Amount Settlement Date (such date, subject to adjustment in accordance with this Condition 10, the "**Delivery Date**") at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in good faith determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice or in such manner as is specified in the applicable Pricing Supplement. All Delivery Expenses arising from the delivery of the Asset Amount in respect of such Note shall be for the account of the relevant Noteholder and no delivery of the Asset Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Bank by the relevant Noteholder, provided that if any Delivery Expenses remain unpaid on or after the tenth Business Day after the Cut-off Date, the Bank may (at its discretion) in lieu of postponing the delivery of the Asset Amount, make such downward adjustment to the Asset Amount to be delivered to account for any Delivery Expenses which remain unpaid. The Bank shall not be obliged to make or procure any delivery if to do so would breach any applicable securities or other relevant laws.

After delivery of the Asset Amount and for the Intervening Period, none of the Bank, the Calculation Agent nor any other person shall at any time (i) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other

document or, except as provided herein, payment whatsoever received by that person in respect of such securities or obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations, or (iii) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being registered during such Intervening Period as legal owner of such securities or obligations.

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

If the relevant Noteholder fails on or before the date falling 45 calendar days after the Cut-off Date specified in the applicable Pricing Supplement (the "**Final Date**") (i) to deliver an Asset Transfer Notice in the manner set out herein, or (ii) in the case of Definitive Notes to deliver the Note related thereto, or (iii) to pay the Delivery Expenses, the Bank shall be discharged from its obligation (or, as the case may be, part thereof) in respect of such Note and shall have no further obligation or liability whatsoever in respect thereof.

If, prior to the delivery of the Asset Amount in respect of any Note in accordance with this Condition 10, a Settlement Disruption Event is subsisting, then the Delivery Date in respect of such Note shall be postponed until the date on which no Settlement Disruption Event is subsisting and notice thereof shall be given to the relevant Noteholder in accordance with Condition 23 (*Notices*). Such Noteholder shall not be entitled to any payment, whether of interest or otherwise, on such Note as a result of any delay in the delivery of the Asset Amount pursuant to this paragraph. Where delivery of the Asset Amount has been postponed as provided in this paragraph, the Bank shall not be in breach of these Conditions and no liability in respect thereof shall attach to the Bank.

For so long as delivery of the Asset Amount in respect of any Note is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Bank may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Settlement Price not later than on the third Business Day following the date that the notice of such election (the "**Election Notice**") is given to the Noteholder in accordance with Condition 23 (*Notices*). Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Noteholder in accordance with Condition 23 (*Notices*).

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

Any such interest dividend or other distribution to be paid to a Noteholder shall be paid to the account specified in the relevant Asset Transfer Notice.

(e) *Failure to Deliver due to Illiquidity*

If Failure to Deliver due to Illiquidity is specified as applying in the applicable Pricing Supplement and, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets comprising the Asset Amount (the “**Affected Relevant Assets**”), where such failure to deliver is due to illiquidity in the market for the Relevant Assets (a “**Failure to Deliver**”), then:

- (i) subject as provided elsewhere in these Conditions and/or the applicable Pricing Supplement, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Delivery Date in accordance with Condition 10(d) (*Physical Settlement*); and
- (ii) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Bank may elect in its sole discretion, in lieu of delivery of the Affected Relevant Assets, to pay to the relevant Noteholder in respect of each Specified Amount the Failure to Deliver Settlement Price on the fifth Business Day following the date the Failure to Deliver Notice is given to the Noteholders in accordance with Condition 23 (*Notices*). Payment of the Failure to Deliver Settlement Price will be made in such manner as shall be notified to the Noteholders in accordance with Condition 23 (*Notices*). The Calculation Agent shall give notice (such notice a “**Failure to Deliver Notice**”) as soon as reasonably practicable to the Noteholders in accordance with Condition 23 (*Notices*) that the provisions of this Condition 10(e) apply.

(f) *Additional Disruption Events*

If Additional Disruption Events are specified as applicable in the applicable Pricing Supplement, then if an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the other terms of these Conditions, and/or the applicable Pricing Supplement to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (ii) give notice to the Noteholders and redeem all, but not some only, of the Notes at the Early Redemption Amount (Equity Linked).

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Noteholders stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

Notwithstanding the provisions of Condition 23 (*Notices*), any notice of redemption given as a result of an Additional Disruption Event may specify a termination date which may be the day on which the notice of redemption is given to Euroclear and/or Clearstream, Luxembourg and/or CDP, and any such notice may be deemed to be given to the Noteholders on the date on which it is given to Euroclear and/or Clearstream, Luxembourg and/or CDP.

(g) *Definitions applicable to Equity Linked Notes*

“**Additional Disruption Event**” means any of Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow and/or Loss of Stock Borrow, in each case if specified in the applicable Pricing Supplement.

**“Affected Underlying Equity”** means any Underlying Equity affected by a Share Event.

**“Asset Amount Settlement Date”** means the date specified in the applicable Pricing Supplement, being the date of delivery of the Asset Amount where Physical Settlement is elected (if Physical Settlement is applicable).

**“Averaging Date”** means each date specified as an Averaging Date in the applicable Pricing Supplement or (if any such date is not a Scheduled Trading Day) the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) if **“Omission”** is specified in the applicable Pricing Supplement as applying, then such date will be deemed not to be an Averaging Date for purposes of determining the relevant Rate of Interest and/or Interest Amount(s) and/or the Final Redemption Amount provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if **“Postponement”** is specified in the applicable Pricing Supplement as applying, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if **“Modified Postponement”** is specified in the applicable Pricing Supplement as applying:
  - (i) where the Notes relate to a single Underlying Equity, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether the eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below; and
  - (ii) where the Notes relate to a Basket of Underlying Equities, the Averaging Date for each Underlying Equity not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the **“Scheduled Averaging Date”**) and the Averaging Date for an Underlying Equity affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date in relation to such Underlying Equity. If the first succeeding Valid Date in relation to such Underlying Equity has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in relation to such Index, and (B) the Calculation Agent shall determine the relevant level, price or amount for such Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "Valuation Date" below;

**“Closing Price”** means, in respect of any Underlying Equity on a Scheduled Trading Day, subject to adjustment in accordance with the provisions of Conditions 10(b) (*Potential Adjustment Events, De-listing, Merger Event, Tender Offer, Nationalisation and Insolvency, Adjustments for Equity Linked Notes in respect of Underlying Equities quoted in European Currencies and Correction of Underlying Equity Prices*) and 10(c) (*Share Events and Consequences in respect of a Portfolio*), the official closing level of such Underlying on the Exchange on such day *provided however*, that where such day for any Underlying Equity is a Reference Trading Day, the Calculation Agent shall determine the Closing Price for the relevant Underlying Equity on the basis of its good faith estimate of the bid price that would have prevailed on the Reference Trading Day but for the Market Disruption Event.

**“Cut-off Date”** means the date specified in the applicable Pricing Supplement.

**“De-listing”** means, in respect of any Underlying Equity, the Exchange announces that pursuant to the rules of such Exchange, such Underlying Equity ceases (or will cease), to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union) or another exchange or quotation system located in another country which exchange or quotation system and country is deemed acceptable by the Calculation Agent.

**“De-Merger”** means, in respect of any Underlying Equity, any de-merger with respect to the relevant Equity Issuer that results in some or all of the shares of the Equity Issuer being replaced by the shares of one or more entities, whether new or then existing.

**“Disruption Cash Settlement Price”** means the amount specified in the applicable Pricing Supplement or, if not so specified, an amount equal to the fair market value of the relevant Note (but not taking into account any interest accrued on such Note as such interest shall be paid pursuant to Conditions 4 (*Fixed Rate Note Provisions*) and 5 (*Floating Rate Note and Variable Linked Interest Provisions*)) on such day as shall be selected by the Bank in its sole and absolute discretion provided that such day is not more than 15 days before the date that the Election Notice is given as provided above and, in each case, if "Adjustment for Unwind Costs" is specified as applicable in the applicable Pricing Supplement, adjusted to take account fully for any Unwind Costs, all as calculated by the Calculation Agent.

**“Early Redemption Amount (Equity Linked)”** means the amount specified as such in the applicable Pricing Supplement and, if "Adjustment for Unwind Costs" is specified as applicable in the applicable Pricing Supplement, adjusted to take account fully for any Unwind Costs;

**“Effective Date”** means (i) in respect of a Merger or De-Merger, the date upon which the holders of the Affected Underlying Equities receive any New Shares and/or Other Consideration payable or deliverable to them following such Merger or De-Merger, (ii) in respect of a Take-Over Bid, the date on which the result of such event is published by the Exchange, and (iii) in respect of any other Share Event, the date on which the Calculation Agent becomes aware of the occurrence of such event.

**“Equity Issuer”** has the meaning given to it in the Pricing Supplement.

**“Exchange”** means, in respect of an Underlying Equity, each exchange or quotation system specified as such for such Underlying Equity in the applicable Pricing Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Underlying Equity has temporarily relocated (provided that the Calculation Agent has

determined that there is comparable liquidity relative to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Exchange).

**"Failure to Deliver Settlement Price"** means, in respect of each Specified Amount, the fair market value of the Affected Relevant Assets on a Business Day selected by the Calculation Agent prior to the date on which the Failure to Deliver Notice is given as provided above, and, if "Adjustment for Unwind Costs" is specified as applicable in the applicable Pricing Supplement, adjusted to take account fully for any Unwind Costs, all as calculated by the Calculation Agent.

**"Hedging Disruption"** means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) or other hedging arrangement(s) it deems necessary to hedge the equity or other price risk (including, but not limited to, the currency risk) of the Issuer issuing and performing its obligations with respect to or in connection with the Notes, or (b) freely realise, recover, receive, repatriate, transfer or remit the proceeds of any such transaction(s), asset(s) or hedging arrangement(s).

**"Hedging Shares"** means the number of Underlying Equities that the Calculation Agent deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Notes.

**"Increased Cost of Hedging"** means that the Issuer and/or any of its Affiliates would incur a materially increased costs (as compared with circumstances existing on the Trade Date), including, without limitation, amount of tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk (including, but not limited to, any currency risk) of the Issuer issuing and performing its obligations in respect of the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates, as applicable, shall not be deemed an Increased Cost of Hedging.

**"Increased Cost of Stock Borrow"** means that the Issuer and/or any of its Affiliates would incur a rate to borrow any Underlying Equity that is greater than the Initial Stock Loan Rate.

**"Initial Price"** has the meaning given in the applicable Pricing Supplement, subject to adjustment in accordance with Conditions 10(b) (*Potential Adjustment Events, De-listing, Merger Event, Tender Offer, Nationalisation and Insolvency, Adjustments for Equity Linked Notes in respect of Underlying Equities quoted in European Currencies and Correction of Underlying Equity Prices*) and 10(c) (*Share Events and Consequences in respect of a Portfolio*).

**"Initial Stock Loan Rate"** means, in respect of an Underlying Equity, the Initial Stock Loan Rate specified in relation to such Underlying Equity, security or commodity in the applicable Pricing Supplement or, if not so specified, the rate that the Issuer and/or any of its Affiliates would have incurred to borrow such Underlying Equity as of the Trade Date, as determined by the Calculation Agent.

**"Insolvency"** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding up of, or any analogous proceeding affecting, an Equity Issuer (a) all the Underlying Equities of that Equity Issuer are required to be transferred to a trustee, liquidator or other similar official or (b) holders of the Underlying Equities of that Equity Issuer become legally prohibited from transferring them.



**“Intervening Period”** means such period of time as any person other than the relevant Noteholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Asset Amount.

**“Loss of Stock Borrow”** means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Underlying Equity in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

**“Maximum Stock Loan Rate”** means, in respect of an Underlying Equity, the Maximum Stock Loan Rate specified in the applicable Pricing Supplement or, if not so specified, the lowest rate that the Issuer and/or any of its Affiliates would have incurred, after using commercially reasonable efforts, to borrow such Underlying Equity as of the Trade Date, as determined by the Calculation Agent.

**“Market Disruption Event”** means, in respect of an Underlying Equity:

- (a) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time of:
  - (i) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
    - (A) relating to the Underlying Equity on the relevant Exchange; or
    - (B) in futures or options contracts relating to the Underlying Equity on any relevant Related Exchange; or
  - (ii) any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (A) to effect transactions in, or obtain market values for, the Underlying Equities on the Exchange, or (B) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Underlying Equity on any relevant Related Exchange,
- (b) the closure on any Exchange Business Day of any relevant Exchange(s) or Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or if earlier (B) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day,

which in any such case the Calculation Agent determines is material.

The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 23 (*Notices*) of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Valuation Date or an Averaging Date, as the case may be. Without limiting the obligation of the Calculation Agent to give notice to the Noteholders as set forth in the preceding sentence, failure by the Calculation Agent to notify the Noteholders of the occurrence of a Disrupted Day shall not affect the validity of the occurrence and effect of such Disrupted Day.

**“Merger Date”** means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**“Merger Event”** means, in respect of any relevant Underlying Equities, any:

- (a) reclassification or change of such Underlying Equities that results in a transfer of, or an irrevocable commitment to transfer all such Underlying Equities outstanding to another entity or person; or
- (b) consolidation, amalgamation, merger or binding share exchange of an Equity Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in any such reclassification or change of all such Underlying Equities outstanding); or
- (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Underlying Equities of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Underlying Equities (other than such Underlying Equities owned or controlled by such other entity or person); or
- (d) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Underlying Equities outstanding but results in the outstanding Underlying Equities (other than Underlying Equities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Underlying Equities immediately following such event,

in each case where the Merger Date is on or before the Valuation Date or, if the Notes are to be redeemed by delivery of Underlying Equities, the Maturity Date.

**“Nationalisation”** means that all the Underlying Equities or all or substantially all the assets of an Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

**“New Share”** means (i) a type of share (whether of the offeror or a third party, including in the case of a De-Merger, any existing shares) which the holder of an Affected Underlying Equity is entitled to receive following the occurrence of a Share Event and (ii) which satisfies the New Share Condition.

**“New Share Condition”** means, in respect of any share, that such share (i) is not an Underlying Equity comprised in the existing Basket and (ii) is (or is about to be) listed on a stock exchange and (iii) in the determination of the Calculation Agent is, or will be, the subject of a large and liquid market.

**“Other Consideration”** means, in respect of a Share Event, cash and/or any securities (other than New Shares) or assets (whether of the offeror or a third party) that a holder of an Affected Underlying Equity is entitled to receive, if any, in consideration for an Affected Underlying Equity, following the occurrence of a Share Event.

**“Performance Rate”** in respect of an Underlying Equity (**“Underlying Equity i”**), means, on a Scheduled Trading Day (**“Day t”**), the percentage conclusively determined by the Calculation Agent in accordance with the following formula:

$$\frac{Stock_i^t}{Stock_i^0}$$

Where:

- $Stock_i^t$  = the Reference Price of the Underlying Equity i on Day t as conclusively determined by the Calculation Agent; and
- $Stock_i^0$  = the Initial Price of the Underlying Equity i.

**“Potential Adjustment Event”** means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Underlying Equities (unless resulting in a Merger Event), or a free distribution or dividend of any such Underlying Equities to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Underlying Equities of (i) such Underlying Equities or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer equally or proportionately with such payments to holders of such Underlying Equities or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (c) an extraordinary dividend as determined by the Calculation Agent;
- (d) a call by an Equity Issuer in respect of relevant Underlying Equities that are not fully paid;
- (e) a repurchase by an Equity Issuer or any of its subsidiaries of relevant Underlying Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (f) in respect of an Equity Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Equity Issuer, pursuant to a shareholder rights plan or arrangement directed against hostile take-overs that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (g) any other event that has or may have, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Underlying Equities.

**“Reference Price”** means, in respect of an Underlying Equity or Substitute Share, an amount equal to the Closing Price (or the price at the Valuation Time (A) if a Valuation Date is specified in the applicable Pricing Supplement, on the Valuation Date or (B) if Averaging Dates are specified in the applicable Pricing Supplement, on an Averaging Date) of the Underlying Equity or Substitute Share quoted on the relevant Exchange or exchange and, if specified in the applicable Pricing Supplement, without regard to any subsequently published correction as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such Closing Price (or, as the case may be, the price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Pricing Supplement) can be determined at such time and, (a) if the Valuation Date or such Averaging Date, as the case may be is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Pricing

Supplement) and the closing fair market selling price (or the fair market selling price at the Valuation Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Pricing Supplement) for the Underlying Equity or Substitute Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or Substitute Share or on such other factors as the Calculation Agent shall decide, or (b) if the Valuation Date or such Averaging Date, is a not a Disrupted Day and it is not practicable to determine the Reference Price as described or if the Valuation Date or such Averaging Day is a Disrupted Day, the Calculation Agent shall, where applicable, determine the Reference Price in the manner set out in the applicable Pricing Supplement, or if not set out or not so practicable, determine the Reference Price in accordance with its good faith estimate of the Reference Price as of the Valuation Time on such date). The amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Pricing Supplement, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price.

**"Related Exchange"** means, in relation to an Underlying Equity, each exchange or quotation system specified as such in relation to such Underlying Equity in the applicable Pricing Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Pricing Supplement, Related Exchange shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Underlying Equity.

**"Relevant Assets"** has the meaning given to it in the relevant Pricing Supplement.

**"Selection Condition"** has the meaning given in the applicable Pricing Supplement.

**"Settlement Disruption Event"** means an event beyond the control of the Bank, as a result of which, in the opinion of the Calculation Agent, delivery of the Asset Amount by or on behalf of the Bank in accordance with these Conditions and/or the applicable Pricing Supplement is not practicable.

**"Share Event"** means, in respect of any Underlying Equity, the occurrence of any of the following events: (i) a Merger (ii) a Take-Over Bid (iii) a De-Merger (iv) a Stake Event (v) a Nationalisation (vi) a De-Listing (vii) there is no longer, in the determination of the Calculation Agent, a large and liquid market in the Underlying Equities, whether or not pursuant to the transfer of such Underlying Equity to another exchange (unless, for the avoidance of doubt, a case of Insolvency).

**"Stake Event"** means, any Equity Issuer taking a stake exceeding 20% of another Equity Issuer (unless such event constitutes, as determined by the Issuer, a Merger or a Take-Over Bid).

**"Strike Price"** means the amount specified as such in the applicable Pricing Supplement.

**"Substitute Share"** means, in respect of any Affected Underlying Equity, a share selected by the Calculation Agent to be substituted to that Affected Underlying Equity in the Basket, provided that such share is (i) not an Underlying Equity comprised in the existing Basket, (ii) in the determination of the Calculation Agent is the subject of a large and liquid market, (iii) the issuer of which has a similar international standing and financial strength as the Equity Issuer of the Affected Underlying

Equity, and (iv) to the extent that this is possible, is part of the same economic sector or, if not, has a comparable market capitalisation.

**“Take-Over Bid”** means, in respect of an Equity Issuer, any successful take-over bid, whether a paper take-over bid or cash take-over bid, made on the Underlying Equities of such Equity Issuer by another entity.

**“Tender Offer”** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Equity Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**“Underlying Equities”** and **“Underlying Equity”** mean the equity securities or equity security specified as such in the applicable Pricing Supplement (which may, for the avoidance of doubt, include shares or units in exchange traded funds) and related expressions shall be construed accordingly.

**“Valuation Date(s)”** means the date(s) specified as such in the applicable Pricing Supplement or, if any such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless in the opinion of the Calculation Agent, such day is a Disrupted Day, in which case:

- (a) where the Notes are specified in the applicable Pricing Supplement to relate to a single Underlying Equity, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case (i) the eighth Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day (the **“Reference Trading Day”**), and (ii) the Calculation Agent shall, where practicable, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable, determine the Reference Price in accordance with its good faith estimate of the Reference Price as of the Valuation Time on that eighth Scheduled Trading Day; or
- (b) where the Notes are specified in the applicable Pricing Supplement to relate to a Basket of Underlying Equities, the Valuation Date for each Underlying Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Underlying Equity affected (each an **“Affected Equity”**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Equity unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Equity. In that case, (i) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Equity, notwithstanding the fact that such day is a Disrupted Day (the **“Reference Trading Day”**), and (ii) the Calculation Agent shall determine, where practicable, the Reference Price using, in relation to the Affected Equity, a price determined in the manner set out in the applicable Pricing Supplement or, if not set out or if not practicable, using its good faith estimate of the value for the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day and otherwise in accordance with the above provisions,

provided that if the Calculation Agent determines that it is not material that any day that would otherwise have been a Valuation Date is (a) not a Scheduled Trading Day because the relevant Exchange or any Related Exchange is not scheduled to be open for trading for their respective regular trading sessions or (b) is Disrupted Day because the relevant Exchange or any Related

Exchange fails to open for trading during its regular trading session, the Calculation Agent shall have the discretion to determine such day either (i) to be the relevant Valuation Date in respect of the relevant Underlying Equity, notwithstanding that such day is not a Scheduled Trading Day because one or more of the relevant Exchange and/or Related Exchanges is not scheduled to be open for trading for their respective regular trading sessions or (ii) not to be a Disrupted Day where such day would have been a Disrupted Day solely because any such Exchange and/or Related Exchange fails to open. In determining what is “material”, the Calculation Agent shall have regard to such circumstances as it deems appropriate, which may include (without limitation), the effect of the above on (A) the closing price of the relevant Underlying Equity, (B) any trading in futures contracts or options contracts on any such Exchange and/or Related Exchange and (C) the hedging arrangement of the Bank and/or its Affiliates in respect of the relevant series of the Notes.

“**Valid Date**” means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

“**Valuation Time**” means the Valuation Time specified in the applicable Pricing Supplement or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the Valuation Date or Averaging Date, as the case may be in relation to each Underlying Equity to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

## 11 Commodity Linked Notes

If the Commodity Linked Note Provisions are specified as applicable in the applicable Pricing Supplement, the provisions of this Condition 11 apply, as applicable, as modified by the applicable Pricing Supplement. In the case of any inconsistency between this Condition 11 and the rest of these Conditions, this Condition 11 will prevail.

### (a) *Redemption of Commodity Linked Notes*

Unless previously redeemed or purchased and cancelled, each nominal amount of the Commodity Linked Notes equal to the Calculation Amount set out in the applicable Pricing Supplement (the “**Specified Amount**”) will be redeemed by the Bank at the Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement on the Maturity Date.

### (b) *Market Disruption Events and Correction of a Commodity Reference Price*

#### (i) *Market Disruption Events*

If the Calculation Agent determines in respect of any day in respect of which a Commodity Reference Price is to be determined (each a “**Commodity Valuation Date**”) that a Market Disruption Event has occurred or is occurring in respect of one or more Commodities, then the Calculation Agent shall determine the Level of the relevant Commodity or Commodities on such Commodity Valuation Date, at such time and in such manner, as it considers commercially reasonable in its sole and absolute discretion, acting in good faith.

If the Calculation Agent determines that on any Commodity Business Day a Market Disruption Event has occurred or is occurring, then the Calculation Agent shall determine if such Market Disruption Event has a material effect on the Notes and, if so, (I) the Calculation Agent may make such adjustments to any of these Conditions as it considers appropriate to account for any such Market Disruption Event and determine the date(s) on which any such adjustments will be effective; or (II) the Bank may give notice to the Noteholders in accordance with Condition 23 (*Notices*) and redeem all, but not some only, of the Notes, each Specified Amount being redeemed at the Early Redemption Amount (Commodity

Linked) (determined in accordance with the applicable Pricing Supplement) in respect of each Note together with, if so specified in the applicable Pricing Supplement, accrued interest.

(ii) *Subsequent correction of a Commodity Reference Price*

If Correction of Commodity Reference Price is specified as applying in the applicable Pricing Supplement and the Commodity Reference Price of a Commodity in relation to a Commodity Valuation Date is subsequently corrected and such correction is published by the relevant Price Source no later than the second Commodity Business Day prior to the relevant Specified Interest Payment Date or the Maturity Date, as the case may be, and in any such case the Calculation Agent has notified the Bank within that time, then the Commodity Reference Price of that Commodity in respect of any such Commodity Valuation Date shall be the Commodity Reference Price of that Commodity as so corrected.

(iii) *Notification*

The Bank shall, as soon as reasonably practicable, notify the Noteholders of the existence or occurrence of a Market Disruption Event on any day that but for the occurrence or existence of a Market Disruption Event would have been a Commodity Valuation Date in accordance with Condition 23 (*Notices*).

(c) *Definitions applicable to Commodity Linked Notes*

**“Averaging Date”** means, subject as provided in Condition 11(b)(i) (*Market Disruption Events*) above, each date specified as an Averaging Date in the applicable Pricing Supplement.

**“Commodity”** means each of the commodities specified in the Pricing Supplement.

**“Commodity Business Day”** means (a) in respect of any Commodity for which the Commodity Reference Price is a price announced or published by an Exchange, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which that Exchange is open for trading during its regular trading session, notwithstanding any such Exchange closing prior to its scheduled closing time; and (b) in respect of any Commodity for which the Commodity Reference Price is not a price announced or published by an Exchange, a day in respect of which the relevant Price Source published (or, but for the occurrence of a Market Disruption Event, would have published) a price.

**“Commodity Reference Dealers”** means that the price for a date will be determined on the basis of quotations provided by Reference Dealers on that date of that day’s Specified Price for a unit of the relevant Commodity for delivery on the Delivery Date, if applicable. If four quotations are provided as requested, the price for that date will be the arithmetic mean of the Specified Prices for that Commodity provided by each Reference Dealer, without regard to the Specified Prices having the highest and lowest values. If exactly three quotations are provided as requested, the price for that date will be the Specified Price provided by the relevant Reference Dealer that remains after disregarding the Specified Prices having the highest and lowest values. For this purpose, if more than one quotation has the same highest value or lowest value, then the Specified Price of one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the price for the date cannot be determined.

**“Commodity Reference Price”** means, in respect of a Commodity, the price determined in accordance with the method specified in respect of such Commodity or the related Futures Contract in the Pricing Supplement.

**“Commodity Underlying Event”** means Disappearance of Commodity Reference Price, Material Change in Formula, Material Change in Content or Tax Disruption.

**“Delivery Date”** means, in respect of a Commodity Reference Price, the Nearby Month of expiration of the relevant Futures Contract or the relevant date or month for delivery of the Commodity (which must be a date or month reported or capable of being determined from information reported in or by the relevant Price Source) as follows:

- (A) if a date is, or a month and year are, specified in the Pricing Supplement, that date or that month and year;
- (B) if a Nearby Month is specified in the Pricing Supplement, the month of expiration of the relevant Futures Contract; and
- (C) if a method is specified in the relevant Pricing Supplement for the purpose of determining the Delivery Date, the date or the month and year determined pursuant to that method.

**“Disappearance of Commodity Reference Price”** means in relation to a Commodity Reference Price, (a) the permanent discontinuation of trading in the relevant Futures Contract on the relevant Exchange, (b) the disappearance of, or of trading in, the relevant Commodity or (c) the disappearance or permanent discontinuance or unavailability of a Commodity Reference Price, notwithstanding the availability of the related Price Source or the status of trading in the relevant Futures Contract or Commodity.

**“Early Redemption Amount (Commodity Linked)”** means the amount specified as such in the applicable Pricing Supplement and, if "Adjustment for Unwind Costs" is specified as applicable in the applicable Pricing Supplement, adjusted to take account fully for any Unwind Costs;

**“Exchange”** means the principal exchange or trading market on which the relevant Commodity or Futures Contract is traded, as specified in respect of such Commodity in the Pricing Supplement, or if not so specified, as determined by the Calculation Agent.

**“Futures Contract”** means, in respect of a Commodity and a Commodity Reference Price, the contract for future delivery of a contract size in respect of the relevant Delivery Date relating to that Commodity specified in the Pricing Supplement.

**“ICE”** means ICE Futures, a wholly owned subsidiary of Intercontinental Exchange, or its successor.

**“Level”** means the level, price, rate or similar indicator used to determine the value of a Commodity.

**“LME”** means London Metal Exchange Limited or its successor.

**“Market Disruption Event”** means the occurrence, with respect to any Commodity or Futures Contract, of any of Price Source Disruption, Trading Disruption or Commodity Underlying Event if so specified in the Pricing Supplement or such other event as may be specified in the Pricing Supplement.

**“Material Change in Content”** means, in respect of a Commodity, the occurrence since the Issue Date of a material change in the content, composition or constitution of the relevant Commodity or Futures Contract.

**“Material Change in Formula”** means, in respect of a Commodity, the occurrence since the Issue Date of a material change in the formula for or method of calculating the relevant Commodity Reference Price.

**“Nearby Month”**, when preceded by an ordinal adjective, means, in respect of a date, the month of expiration of the Futures Contract identified by that ordinal adjective, so that: (i) **“First Nearby Month”** means the month of expiration of the first Futures Contract to expire following that date; (ii) **“Second Nearby Month”** means the month of expiration of the second Futures Contract to expire



following that date; and, for example, (iii) **“Sixth Nearby Month”** means the month of expiration of the sixth Futures Contract to expire following that date.

**“Price Materiality Percentage”** means the percentage specified as such in the applicable Pricing Supplement.

**“Price Source”** means, in respect of a Commodity, the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the relevant Pricing Supplement or, if not so specified, as determined by the Calculation Agent.

**“Price Source Disruption”** means, in respect of a Commodity or Futures Contract, (i) the failure of the relevant Price Source to announce or publish the Specified Price (or the information necessary for determining the Specified Price) for the relevant Commodity Reference Price; (ii) the temporary or permanent discontinuance or unavailability of the Price Source; (iii) if the Commodity Reference Price is “Commodity Reference Dealers”, the failure to obtain at least three quotations as requested from the relevant Reference Dealers; or (iv) if a Price Materiality Percentage is specified in the relevant Pricing Supplement, the Specified Price for the relevant Commodity Reference Price differs from the Specified Price determined in accordance with the Commodity Reference Price “Commodity Reference Dealers” by such Price Materiality Percentage.

**“Reference Dealers”** means, in respect of a Commodity for which the Commodity Reference Price is “Commodity Reference Dealers”, the four dealers specified in the Pricing Supplement or, if dealers are not so specified, four leading dealers in the relevant market selected by the Bank.

**“Specified Price”** means, in respect of a Commodity Reference Price, any of the following prices (which must be a price reported in or by, or capable of being determined from information reported in or by, the relevant Price Source), as specified in the relevant Pricing Supplement (and, if applicable, as of the time so specified): (A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the fixing; (O) the spot price; or (P) any other price specified in the relevant Pricing Supplement.

**“Strike Date”** means, subject as provided in Condition 11(b)(i) (*Market Disruption Events*) above, the date specified as the Strike Date in the applicable Pricing Supplement.

**“Tax Disruption”** means, in respect of a Commodity, the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to the relevant Commodity or Futures Contract (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the Commodity Reference Price on the day on which the Commodity Reference Price would otherwise be determined from what it would have been without that imposition, change or removal.

**“Trading Disruption”** means, in respect of the relevant Commodity, the material limitation imposed on trading or the material suspension of trading in the Commodity on the Exchange or in any additional futures contract, options contract or commodity on any exchange or principal trading market. For these purposes:

- (a) a suspension of the trading in the Futures Contract or the relevant Commodity on any Commodity Business Day shall be deemed to be material only if:
  - (i) all trading in the Futures Contract or the relevant Commodity is suspended for the entire day; or

- (ii) all trading in the Futures Contract or the relevant Commodity is suspended subsequent to the opening of trading on the relevant day, trading does not recommence prior to the regularly scheduled close of trading in such Futures Contract or such Commodity on such day and such suspension is announced less than one hour preceding its commencement; and
- (b) a limitation of trading in the Futures Contract or the relevant Commodity on any Commodity Business Day shall be deemed to be material only if the relevant Exchange establishes limits on the range within which the price of the Commodity may fluctuate and the closing or settlement price of the Futures Contract or the Commodity on such day is at the upper or lower limit of that range.

“**Valuation Date**” means, subject as provided in Condition 11(b)(i) (*Market Disruption Events*) above, the date specified as the Valuation Date in the applicable Pricing Supplement.

## 12 Fund Linked Notes

If the Fund Linked Note Provisions are specified as applicable in the applicable Pricing Supplement, the provisions of this Condition 12 apply, as applicable, as modified by the applicable Pricing Supplement. In the case of any inconsistency between this Condition 12 and the other Conditions, this Condition 12 will prevail.

### (a) *Redemption of Fund Linked Notes*

Unless previously redeemed or purchased and cancelled, each nominal amount of Fund Linked Notes equal to the Calculation Amount set out in the applicable Pricing Supplement (the “**Specified Amount**”) will be redeemed by the Bank by payment of the Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement on the Maturity Date.

### (b) *Fund Events*

“**Fund Event**” means the occurrence of each of an Additional Fund Disruption Event, a Fund Disruption Event and/or a Fund Extraordinary Event as determined by the Calculation Agent.

- (i) “**Additional Fund Disruption Event**” means each of Change in Law, Fund Hedging Disruption or Increased Cost of Hedging, where:

- (A) “**Change in Law**” means, in relation to any Notes, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Hedging Entity or the Calculation Agent determines in good faith that (x) it has, or it will, within the next 15 calendar days but on or prior to the Maturity Date or any other date on which the Notes will be redeemed or settled, as is applicable to the Notes, become illegal to hold, acquire or dispose of any Fund Interests, or (y) the value of any Fund Interests are or will be materially adversely affected or the rights and remedies of a Hypothetical Investor in any Fund Interests are or will be materially adversely effected, or (z) the Bank will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);
- (B) “**Fund Hedging Disruption**” means that the Hedging Entity is unable, or it is impractical for the Hedging Entity, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any

transaction(s) or asset(s) it deems necessary or appropriate to hedge the price risk relating to any Fund Interest of the Bank issuing and performing its obligations with respect to the Notes, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), including, without limitation, where such inability or impracticability has arisen by reason of (x) any restrictions or increase in charges or fees imposed by a Fund on an investor's ability to redeem the related Fund Interest, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Interest, or (y) any mandatory redemption, in whole or in part, of a Fund Interest imposed by the related Fund (in each case other than any restriction in existence on the Fund Determination Date).

- (C) **"Increased Cost of Hedging"** means that the Hedging Entity would incur a materially increased (as compared with circumstances existing on the Trade Date amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any Fund Interest of the Bank issuing and performing its obligations with respect to the Notes, or (ii) realise, recover or remit the proceeds of any transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Hedging Entity shall not be deemed an Increased Cost of Hedging.
- (ii) **"Fund Disruption Event"** means at any time the occurrence or continuance of any of the following events, as determined by the Calculation Agent in its sole and absolute discretion, if the Calculation Agent determines any such event is material:
- (A) Fund Valuation Disruption: **"Fund Valuation Disruption"** means (x) the failure of a Scheduled Fund Redemption Valuation Date in respect of a Fund Interest to be a Fund Redemption Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Redemption Valuation Date, or (y) the failure of a Scheduled Fund Valuation Date in respect of a Fund Interest to be a Fund Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Valuation Date;
- (B) Fund Settlement Disruption: **"Fund Settlement Disruption"** means a failure by a Fund on any day to pay the full amount (whether expressed as a percentage or otherwise) of any fund redemption proceeds with respect to any Fund Interest scheduled to have been paid on or by such day according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests);
- (iii) **"Fund Extraordinary Event"** means each of the following events:
- General*
- (A) Nationalisation: **"Nationalisation"** means that all the Fund Interests or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (B) Insolvency: **"Insolvency"** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (x) all the Fund Interests of that Fund are required to be

transferred to a trustee, liquidator or other similar official or (y) holders of the Fund Interests of that Fund become legally prohibited from transferring or redeeming them;

- (C) Fund Insolvency Event: **“Fund Insolvency Event”** means a Fund or relevant Fund Service Provider (I) is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation (other than pursuant to a consolidation, amalgamation or merger); (II) makes a general assignment or arrangement with or for the benefit of its creditors; (III) (x) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (y) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (x) above and either (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (2) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (IV) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (V) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (VI) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (I) through (V) above;
- (D) Fund Merger Event. **“Fund Merger Event”** means the occurrence of (I) in respect of a Fund, any (i) reclassification or change of such Fund that results in a transferor, or an irrevocable commitment to transfer, all of the Fund Interests of such Fund outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Fund with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Fund is the continuing entity and which does not result in a reclassification or change of all such Fund Interests outstanding), takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Fund Interests of the Fund that results in a transfer of or an irrevocable commitment to transfer all such Fund Interests (other than such Fund Interests owned or controlled by such other entity or person), or (iii) consolidation, amalgamation, merger or binding share exchange of the Fund or its subsidiaries with or into another entity in which the Fund is the continuing entity and which does not result in a reclassification or change of all such Fund Interests outstanding but results in the outstanding Fund Interests (other than Fund Interests owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Fund Interests immediately following such event, in each case if the Fund Merger Date is on or before the final Valuation Date; and (II) in respect of the Management Company of a Fund or any

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Fund Service Provider to such Fund, any (i) reclassification or change of the shares of such entity that results in a transfer of or an irrevocable commitment to transfer all of the shares of such entity outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of such entity with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such entity is the continuing entity and which does not result in a reclassification or change of all of the shares of such entity outstanding), (iii) other takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding shares of such entity that results in a transfer of or an irrevocable commitment to transfer all of such shares (other than the shares of such entity owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of such entity or its subsidiaries with or into another entity in which such entity is the continuing entity and which does not result in a reclassification or change of all the shares of such entity outstanding but results in the outstanding shares of such Entity (other than the shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding shares of such entity immediately following such event, in each case if the Fund Merger Date is on or before the final Valuation Date;

- (E) Fund Termination. "**Fund Termination**" means, in relation to a Fund, where the trust deed, partnership agreement, memorandum and articles of association, fund rules, or other similar or equivalent documents constituting such Fund (each, the "**Constitutional Documents**") has been terminated or otherwise ceased to exist in accordance with the Constitutional Documents. For the avoidance of doubt, and without limiting the generality of the preceding sentence, the following events will constitute a Fund Termination: (a) cancellation of the Constitutional Documents by the Management Company or directors; (b) an order being made by any competent regulatory authority for cancellation or termination of such Fund; and/or (c) an order being made by any competent regulatory authority for (i) cancellation or suspension of the relevant licence of the Management Company required to manage such Fund; or (ii) the winding up of the Management Company;
- (F) Fund Modification: "**Fund Modification**" means any change or modification of the relevant Fund Documents that could reasonably be expected to affect (x) the value of a Fund Interest or the rights or remedies of any holders thereof, or (y) a Hypothetical Investor in relation to its hedging activities in respect of the Notes, including without limitation and by way of example only, to change the strategy or investment objective of such Fund or any investment guidelines or restrictions, the currency in which the Fund Interests of such Fund are denominated (in each case, as determined by the Calculation Agent) from those prevailing on the Fund Determination Date; or the imposition of any fees or charges in relation to redemptions, subscriptions or transfers of Fund Interests;

*Net Asset Value and Performance*

- (G) NAV Trigger Event: "**NAV Trigger Event**" means that (x) the aggregate net asset value of a Fund has decreased by an amount equal to or greater than 30 per cent. (or such other percentage as specified in the applicable Pricing Supplement) since the Fund Determination Date; or (y) a Fund has violated any leverage restriction that is applicable to, or affecting, it or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its

assets, the relevant Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;

- (H) Failure to Calculate NAV: “**Failure to Calculate NAV**” means the Calculation Agent determines a Fund or any other Fund Service Provider of a Fund fails to calculate and announce and/or publish the NAV per Fund Interest Unit on the date in respect of which such value is scheduled to be published according to the Fund Documents of such Fund, and such breach is not cured within 3 Business Days’ to the satisfaction of the Calculation Agent (provided that, if such breach occurs on five consecutive occasions, the cure period specified above shall not apply in respect of any fifth or subsequent breach), or any changes are made to the frequency with which, or the dates on which, the NAV per Fund Interest Unit is calculated, as set out in the Fund Documents on the Fund Determination Date;
- (I) Audited NAV: “**Audited NAV**” means in respect of a Fund, the Calculation Agent determines that any audited NAV per Fund Interest Unit of such Fund is different from the NAV per Fund Interest Unit of such Fund previously announced and/or published by such Fund or any Fund Service Provider of such Fund, or such Fund’s auditors qualify or refuse to provide an unqualified report in respect of such Fund or any NAV per Fund Interest Unit of such Fund;
- (J) Asset Under Management: “**Asset Under Management**” means the Calculation Agent determines that a Fund’s asset under management have declined by a percentage equal to or greater than the AUM Threshold Percentage over the preceding three months, or if “AUM Threshold” is specified as applicable in the relevant Pricing Supplement, the Calculation Agent determines that a Fund’s assets under management have fallen below the AUM Threshold,

Where “**AUM Threshold**” means the amount specified in the Pricing Supplement, and “**AUM Threshold Percentage**” means, in respect of a Fund, 50 per cent. (or such other percentage specified in the relevant Pricing Supplement);

- (K) Performance and Risk Management: “**Performance and Risk Management**” means the annualised historical volatility of a Fund over the preceding 250 days, using the historical NAV per Fund Interest Unit figures that are available for the preceding 250 days, is greater than the Volatility Threshold, as determined by the Calculation Agent,

Where “**Volatility Threshold**” means, in respect of a Fund, the greater of (x) 200 percent. of the annualised historical volatility of a Fund over the preceding 250 days as of the Fund Determination Date, using the historical NAV per Fund Interest Unit figures that are available for the 250 days preceding the Fund Determination Date and (y) 10 per cent. (or such percentage as specified in the relevant Pricing Supplement).

#### *Trading*

- (L) Mandatory Redemption: “**Mandatory Redemption**” means the Calculation Agent determines that the Hypothetical Investor would be required, or that it would be appropriate for the Hypothetical Investor, for any reason whatsoever including without limitation, regulatory reasons or any mandatory redemption of a Fund, to redeem any Fund Interests it may hold as a hedge in respect of the Notes;
- (M) Material Change in Strategy: “**Material Change in Strategy**” means (x) a material change is made to (I) the risk profile, (II) the investment objective or (III) the investment restrictions, of a Fund in place as at the Fund Determination Date; or (y) the Calculation Agent is not satisfied that the Fund is being managed in accordance with

its rules or in accordance with the description of the Fund's (I) risk profile, (II) investment objective or (III) investment restrictions, of such Fund as set out in its Fund Documents as at the Fund Determination Date;

- (N) Strategy Breach: "**Strategy Breach**" means any breach or violation of any strategy or investment guidelines stated in the relevant Fund Documents that is reasonably likely to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent); or any change of the nature of a Fund, including but not limited to the type of investments, the duration, the credit risk and diversification of the investments to which that Fund is exposed, which, in the opinion of the Calculation Agent, results in a material deterioration of the risk profile of that Fund;
- (O) Notification from Manager: "**Notification from Manager**" means if written notification (or other indication or acknowledgement) by the Management Company to Fund Holders or to the administrator of a Fund that, in its opinion (x) it is not advisable to continue the operation of such Fund because it is not economically prudent to do so, (y) the risk profile, strategy or investment objective of a Fund will not, or can no longer be met in the foreseeable future or (z) liquidation, dissolution or discontinuance of such Fund is recommended;
- (P) Suspension from Trading: "**Suspension from Trading**" means (x) any suspension of, or limitation is imposed on the trading of a Fund (by reason of liquidity restrictions or otherwise) or (y) any limitation or other event which prevents the timely payment of redemption proceeds in cash to any investor (as specified in the Fund Documents as at the Fund Determination Date), or (z) any dealing request made by any investor or prospective investor in such Fund is deferred in whole or in part;
- (Q) Increase in Fees: "**Increase in Fees**" means the Calculation Agent determines that (x) a Fund, its Management Company or any Fund Service Provider has amended the management and/or incentive fee (or any other analogous fees) payable to the Management Company and/or any Fund Service Provider, as applicable or (y) there is an increase in fees payable by the Hypothetical Investor or the Hedging Entity in respect of a purchase, sale or holding in the Fund Interests of such Fund, or any dealing in the Fund Interests of such Fund or otherwise investing in such Fund Interests, from that in place as at the Fund Determination Date);

#### *Operational failures*

- (R) Change in Fund Service Providers: "**Change in Fund Service Providers**" means the Calculation Agent determines that (I) the Management Company of a Fund or any Fund Service Provider of a Fund resigns, has its appointment terminated or is otherwise replaced, (II) the Fund or any of the relevant Fund Service Provider has experienced or is experiencing or will experience a material adverse change in its business, assets, operations or financial condition, (III) the Management Company of a Fund or any Fund Service Provider of a Fund has breached any term of any contract between such Fund and its Management Company or any of its Fund Service Provider (as applicable), or (IV) that any contract between a Fund and its Management Company or any of its Fund Service Provider (as applicable) terminates or is otherwise not renewed or replaced" and the Calculation Agent further determines, in its discretion, that such occurrence could have an adverse economic impact (x) on the Fund or (y) (if "Change in Manager Hedging" is specified to be applicable in the

relevant Pricing Supplement) on the Hedging Entity as a holder of an interest in such Fund.

- (S) Operational Failure: “**Operational Failure**” means the Calculation Agent determines that the operation or organisation of a Fund, the Management Company of a Fund, or any applicable Fund Service Provider of a Fund (including, without limitation, its organisational structure and its procedures, processes or policies in respect of investment selection, due diligence, asset allocation, risk management or investment monitoring) has changed from that as at the Fund Determination Date, or that any such procedures, processes or policies are either not being applied or are not being applied consistently with their application on the Fund Determination Date, where such change has, in the determination of the Calculation Agent, a material effect on the Notes and such changes are not rectified to the satisfaction of the Calculation Agent within five Business Days.
- (T) Reporting Disruption: “**Reporting Disruption**” means (x) occurrence of any event affecting a Fund Interest that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund Interest in respect of a Scheduled Fund Valuation Date or a Scheduled Fund Redemption Valuation Date, and such event continues for at least two consecutive Scheduled Fund Valuation Dates or Scheduled Fund Redemption Valuation Dates, as the case may be; or (y) any failure of a Fund to deliver, or cause to be delivered, (A) information that such Fund has agreed to deliver, or cause to be delivered to the Calculation Agent, including, but not limited to, information to determine the occurrence of a Fund Event and the annual audited financial report and semi-annual financial report, if any, in relation to the related Fund Interests, or (B) information that has been previously delivered to the Calculation Agent, in accordance with such Fund’s, or its authorised representative’s, normal practice and that the Calculation Agent deems necessary to monitor such Fund’s compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the related Fund Interests;
- (U) Fund Administrator Disruption: “**Fund Administrator Disruption**” means any event or circumstances compromising the independence of a Fund Administrator performing services for a Fund from the relevant Fund Adviser;
- (V) Related Agreement Termination: “**Related Agreement Termination**” means a Fund or any of its Fund Administrator or Fund Adviser is in breach of or has terminated any existing agreement with the Calculation Agent in respect of, but not limited to, retrocession, dealing fees, liquidity and licensing;

*Regulatory and Legal Constraints*

- (W) Regulatory Action: “**Regulatory Action**” means (x) the cancellation, suspension or revocation of the registration or approval of a Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund, (y) any change in the legal, tax, accounting, or regulatory treatments of a Fund, the Management Company or any other Fund Service Provider that is reasonably likely to have an adverse impact on the value of the related Fund Interest or on any investor therein (as determined by the Calculation Agent), or (z) a Fund or any of the Management Company or any other Fund Service Provider becoming subject to investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to



or resulting from the operation of such Fund, the Management Company or such other Fund Service Provider;

- (X) Regulatory Constraints: "Regulatory Constraints" means the Calculation Agent determines that the Hypothetical Investor is or may in the future be unable, or that it is or may become impractical or difficult for the Hypothetical Investor to perform any obligation imposed on the Hypothetical Investor by any law, rule, regulation or interpretation thereof by any governmental, regulatory or administrative body or authority or court or stock exchange, in each case of competent authority including, without limitation and by way of example only, any reporting or accounting obligation, due to its investment in the Fund Interest of a Fund, or a Hedging Entity (I) would be obliged (whether by the Management Company or otherwise) or (II) deems it necessary or appropriate in order to comply with or remain compliant within any applicable legal and/or regulatory limits on the amount of Fund Interests of such Fund that it may hold, to redeem all or some of the Fund Interest of such Fund that it is holding in relation to its hedging activities in respect of the Notes.

Following the occurrence of a Fund Event, the Issuer may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to make such determinations and/or adjustments to the exercise, settlement, payment or any other terms of these Conditions and/or the applicable Pricing Supplement as it determines appropriate to account for the Fund Event in order to preserve as nearly as practicable the original economic objective and rationale of the Notes, and determine the effective date of such determinations and/or adjustments, which may include, without limitation, delaying any determination and any related payment date until it determines that no Fund Event exists, calculating the value of a Fund Interest and/or replacing a Fund Interest (the "**Affected Fund Interest**") with an interest in a replacement fund (a "**Replacement Fund**" and such interest a "**Replacement Fund Interest**") with a value as determined by the Calculation Agent equal to the Removal Value for the Affected Fund Interest and in a Replacement Fund which in the determination of the Calculation Agent has similar characteristics, investment objectives and policies (and any other factors it considers relevant) to those applicable to the Fund in respect of the Affected Fund Interest immediately prior to the occurrence of the Fund Event; or
- (ii) on giving notice to the Noteholders in accordance with Condition 23 (*Notice*), redeem all (but not some only) of the Notes, each Note being redeemed at the Early Redemption Amount (Fund Linked) determined in accordance with the applicable Pricing Supplement together (if appropriate) with interest accrued to (but excluding) the date of redemption.
- (iii) If the Calculation Agent replaces an Affected Fund Interest with a Replacement Fund Interest, such replacement shall take effect on the first reasonably practicable date following the Removal Date for such Affected Fund Interest on which the Calculation Agent determines that a Hypothetical Investor could acquire the Replacement Fund Interest (such replacement date, a "**Fund Substitution Date**").
- (iv) Upon the occurrence of a Fund Event, the Bank shall give notice as soon as reasonably practicable to the Noteholders in accordance with Condition 23 (*Notices*) giving details of the action proposed to be taken in relation thereto, Provided That any failure to give, or non-receipt of, such notice will not affect the validity of such action.

(c) *Fund Potential Adjustment Events*

**“Fund Potential Adjustment Event”** means any of the following:

- (i) a subdivision, consolidation or reclassification of relevant Fund Interests or a free distribution or dividend of any such Fund Interests to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of relevant Fund Interests of (A) such Fund Interests or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the related Fund equally or proportionately with such payments to holders of such Fund Interests or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the related Fund as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a repurchase by a Fund of relevant Fund Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise other than where such repurchase is a redemption of Fund Interests initiated by an investor in such Fund Interests and consistent with the relevant Fund Documents; or
- (v) any other event that may have, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of relevant Fund Interests.

Following the declaration by a Fund of the terms of any Fund Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Fund Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Fund Interest and, if so, will make the corresponding adjustment, if any, to any one or more of any of the terms of these Conditions and/or the applicable Pricing Supplement as the Calculation Agent in its sole and absolute discretion, determines appropriate to account for that diluting, concentrative or other effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant Fund Interest) and determine the effective date of that adjustment.

Upon the making of any such adjustment by the Calculation Agent, the Bank shall give notice as soon as reasonably practicable to the Noteholders in accordance with Condition 23 (*Notices*) stating the adjustment to any of the terms of these Conditions, and/or the applicable Pricing Supplement and giving brief details of the Fund Potential Adjustment Event, Provided That any failure to give, or non receipt of, such notice will not affect the validity of any such adjustment.

(d) *Definitions applicable to Fund Linked Notes*

**“Early Redemption Amount (Fund Linked)”** means the amount specified as such in the applicable Pricing Supplement and, if “Adjustment for Unwind Costs” is specified as applicable in the applicable Pricing Supplement, adjusted to take account fully for any Unwind Costs;

**“Fund”** means the Original Fund, or following replacement thereof, the Replacement Fund replacing the Original Fund (and any Replacement Fund replacing such Replacement Fund). Any fund that is replaced shall cease to be a Fund for the purposes of the Notes upon being replaced, and any Replacement Fund shall become the relevant Fund for the purposes of this Condition 12 from the Fund Substitution Date.

**“Fund Administrator”** means the fund administrator, manager, trustee or similar person with the primary administrative responsibilities for a Fund according to the relevant Fund Documents.

**“Fund Adviser”** means any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser).

**“Fund Determination Date”** means in respect of an Original Fund, the Trade Date, or in respect of a Replacement Fund, the relevant Fund Substitution Date.

**“Fund Documents”** means the constitutive and governing documents, subscription agreements and other agreements of a Fund specifying the terms and conditions relating to the related Fund Interest, as amended from time to time.

**“Fund Merger Date”** means, in respect of a Fund Merger Event, the date which is the earlier of:

- (a) a date selected by the Calculation Agent which falls on or after the date on which such Fund Merger Event occurred, as determined by the Calculation Agent; and
- (b) the date upon which all Fund Holders have agreed or become obliged to transfer their Fund Interests, as determined by the Calculation Agent.

**“Fund Interest”** means each fund interest issued to or held by an investor in respect of the Original Fund, or following replacement thereof, the Replacement Fund, or any other interest identified as such in the applicable Pricing Supplement, and related expressions shall be construed accordingly.

**“Fund Interest Unit”** means in respect of a Fund Interest in a Fund, a share of such Fund Interest, or if Fund Interests in such Fund are not denominated as shares, a notional unit of account of ownership of such Fund Interest in such Fund in the amount specified in the applicable Pricing Supplement, provided that if no such amount is so specified, then the entire amount of Fund Interests which a Hypothetical Investor is deemed to invest on the Trade Date shall be a single Fund Interest Unit.

**“Fund Holder”** means a holder of a Fund Interest of a Fund.

**“Fund Redemption Valuation Date”** means, in respect of a Fund Interest, the date as of which a Fund (or its Fund Service Provider that generally determines such value) would determine the net asset value of such Fund Interest for purposes of calculating the redemption proceeds to be paid to a Hypothetical Investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

**“Fund Service Provider”** means any person who is appointed to provide services, directly or indirectly, to a Fund, whether or not specified in the relevant Fund Documents, including without limitation any Fund Administrator, Fund Adviser, Management Company, operator, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent or domiciliary agent.

**“Fund Valuation Date”** means a date as of which a Fund (or its Fund Service Provider that generally determines such value) determines the value of the related Fund Interest.

**“Fund Substitution Date”** means such date as selected by the Calculation Agent from which the Replacement Fund shall replace the relevant Fund of the Affected Fund Interest.

**“Hypothetical Investor”** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in Fund Interests which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding Fund Interests at the relevant time. The Hypothetical Investor may be deemed by the Calculation Agent to be resident or organised in any jurisdiction, and to be, without limitation, the Bank, the Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation).

**"Hedging Entity"** means, for the purposes of this Condition 12, and unless otherwise specified in the relevant Pricing Supplement, the Bank or any of its Affiliates or any entity or entities acting on behalf of, or as counterparty to, the Bank and, in each case, engaged in any underlying hedging transactions relating to the Fund Interests of any Fund or other instruments in respect of the Bank's obligations under the Notes, provided that neither the Bank nor any of its Affiliates is obliged to hedge the Bank's obligations under the Notes.

**"Original Fund"** means the fund or funds specified as such in the relevant Pricing Supplement and related expressions shall be construed accordingly.

**"Management Company"** means, in respect of a Fund, such entity or entities as the Calculation Agent may determine is for the time being the duly appointed manager of such Fund (and/or any entity or entities to whom such entity or entities may delegate any of its duties, rights, obligations or liabilities in respect of such Fund), or such other entity or entities as specified in the relevant Pricing Supplement.

**"NAV"** means, in respect of each Fund Interest Unit and on any relevant day, the net asset value (or, if applicable, the estimated or provisional net asset value) per Fund Interest Unit in respect of such day.

**"Removal Date"** means, in respect of an Affected Fund Interest, the date on which the Calculation Agent determines that a Hypothetical Investor would receive the Removal Value in respect of a redemption or realisation of such Affected Fund Interest effected as soon as reasonably practicable following the occurrence of the relevant Fund Event.

**"Removal Value"** means, in respect of an Affected Fund Interest, the amount that the Calculation Agent determines a Hypothetical Investor would receive on the redemption or realisation of such Affected Fund Interest at the relevant time, Provided That if any such redemption proceeds would comprise non-monetary assets the Removal Value shall include the amount (if any) that the Calculation Agent determines would be received by the Hypothetical Investor in respect of a realisation (in whatsoever manner the Calculation Agent determines appropriate) of such non-monetary assets as soon as reasonably practicable after their receipt.

**"Scheduled Fund Redemption Valuation Date"** means the date as of which a Fund (or its Fund Service Provider that generally determine such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the net asset value of the related Fund Interest for purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

**"Scheduled Fund Valuation Date"** means, in respect of a Fund Interest, a date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the value of the related Fund Interest or, if the Fund only reports its aggregate net asset value, the date as of which such Fund is scheduled to determine its aggregate net asset value.

**"Valuation Date"** means each Valuation Date specified in the applicable Pricing Supplement.

**"Valuation Time"** means the time at which the NAV per Fund Interest Unit of the Fund is calculated and published or announced on the relevant day by the Fund (or on its behalf), or otherwise specified in the applicable Pricing Supplement.

### 13 Interest Rate Linked Notes

If the Interest Rate Linked Note Provisions are specified to apply in the applicable Pricing Supplement, provisions relating to the Interest Rate Linked Notes (including the redemption thereof) will be set out in the applicable Pricing Supplement.

### 14 Redemption and Purchase

- (a) *Scheduled redemption*: Unless previously redeemed, or purchased and cancelled,
- (i) the Notes (unless it is a Currency Linked Note, a Credit Linked Note, an Equity Linked Note, a Commodity Linked Note, a Fund Linked Note or an Interest Rate Linked Note) will be redeemed at their Final Redemption Amount on the Maturity Date or in the case of Notes redeemable in instalments, at the Instalment Amount due on each Instalment Date (each as specified in the applicable Pricing Supplement) subject as provided in Condition 15 (*Payments*); and
  - (ii) upon the occurrence of a Trigger Event (if applicable and as set out in the Pricing Supplement), the Bank shall give notice thereof to the Noteholders and redeem each Note at the Trigger Amount (if applicable and as set out in the Pricing Supplement) on the Trigger Event Redemption Date (if applicable and as set out in the Pricing Supplement) and after making such payment, the Bank shall have no further obligations in respect of such Note.
- (b) *Redemption for tax reasons*: The Notes may be redeemed at the option of the Bank in whole, but not in part:
- (i) at any time (if neither the Floating Rate Note Provisions nor Variable Linked Interest Provisions is specified in the relevant Pricing Supplement as being applicable); or
  - (ii) on any Interest Payment Date (if the Floating Rate Note Provisions or Variable Linked Interest Provisions are specified in the relevant Pricing Supplement as being applicable),

on giving not less than 5 days' nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at the Early Redemption Amount in respect of each Note, together with interest accrued (if any) to the date fixed for redemption, if:

- (A) the Bank has or will become obliged to pay additional amounts as provided or referred to in Condition 16 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of Singapore or the country where any branch outside Singapore through which the Bank is issuing the Notes is located, or any political subdivision or any authority thereof or therein having power to tax; or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), or the Notes do not qualify as "qualifying debt securities" for purposes of the Income Tax Act, Chapter 134 of Singapore, which change or amendment becomes effective on or after the date of issue of the first Tranche of the Notes; and
- (B) such obligation cannot be avoided by the Bank taking reasonable measures available to it, *provided however*, that no such notice of redemption shall be given earlier than:
  - (1) where the Notes may be redeemed at any time, 90 days prior to the earliest date on which the Bank would be obliged to pay such additional amounts if a payment in respect of the Notes were then due; or
  - (2) where the Notes may be redeemed only on an Interest Payment Date, 60 days prior to the Interest Payment Date occurring immediately before the earliest date on which

the Bank would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Bank shall deliver to the Issue and Paying Agent a certificate signed by two senior officers and/or directors of the Bank stating that the Bank is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Bank so to redeem have occurred. Upon the expiry of any such notice as is referred to in this Condition 14(b), the Bank shall be bound to redeem the Notes in accordance with this Condition 14(b).

- (c) *Redemption at the option of the Bank:* If the Call Option is specified in the relevant Pricing Supplement as being applicable, the Notes may be redeemed at the option of the Bank in whole or, if so specified in the relevant Pricing Supplement, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Bank giving not less than 5 days' nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Bank to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).
- (d) *Partial redemption:* If the Notes are to be redeemed in part only on any date in accordance with Condition 14(c) (*Redemption at the option of the Bank*): (i) in the case of Bearer Notes, the Notes to be redeemed shall be selected by the drawing of lots in such place as the Issue and Paying Agent approves and in such manner as the Issue and Paying Agent considers appropriate; and (ii) in the case of Registered Notes, the Notes shall be redeemed (so far as may be practicable) *pro rata* to their principal amounts, provided that the amount redeemed in respect of each Note shall be equal to the Specified Denomination thereof or an integral multiple thereof, subject, in each case, to compliance with applicable law and the rules of each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation, and the notice to Noteholders referred to in Condition 14(c) (*Redemption at the option of the Bank*) shall specify (except in the case of a Temporary Global Note or Permanent Global Note) the serial numbers of the Notes so to be redeemed. In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Condition 3(d) (*Transfer of Registered Notes and exchange of Bearer Notes for Registered Notes*) which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Pricing Supplement, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.
- (e) *Redemption at the option of Noteholders:* If the Put Option is specified in the relevant Pricing Supplement as being applicable, the Bank shall, at the option of the holder of any Note and subject to the terms set out in the relevant Pricing Supplement, redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 14(e), the holder of a Note must not less than 30 days nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with any Paying Agent (in the case of a Bearer Note) or the Registrar (in the case of a Registered Note) such Note or Certificate (together, in the case of an interest bearing Bearer Note, with all unmatured Coupons relating thereto) and a duly completed Put Option Notice in the form obtainable from any Paying Agent (in the case of a Bearer Note) or the Registrar (in the case of a Registered Note). The Put Option Notice shall specify, in the case of a Registered Note, the aggregate principal amount in respect of which such option is exercised (which must be the Specified Denomination or an integral

multiple thereof). In the case of the redemption of part only of a Registered Note, a new Certificate in respect of the unredeemed balance shall be issued in accordance with Condition 3(d) (*Transfer of Registered Notes and exchange of Bearer Notes for Registered Notes*) which shall apply as in the case of a transfer of Registered Notes as if such new Certificate were in respect of the untransferred balance. The Paying Agent or the Registrar, as the case may be, with which a Note or Certificate is so deposited shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note or Certificate, once deposited with a duly completed Put Option Notice in accordance with this Condition 14(e), may be withdrawn; *provided however*, that if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note or Certificate on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent or the Registrar, as the case may be, shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by a Paying Agent or the Registrar in accordance with this Condition 14(e), the depositor of such Note or Certificate and not such Paying Agent or the Registrar shall be deemed to be the holder of such Note for all purposes.

- (f) *Force Majeure Redemption.* The Notes may, at the Bank's sole discretion, be redeemed in whole, but not in part, on any date on the Bank giving not less than 5 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable and shall oblige the Bank to redeem the Notes specified in such notice on the date specified in such notice) at the Early Redemption Amount in respect of each Note if the Bank determines in good faith that:
- (i) its performance under the Notes has become unlawful, in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order, directive or decree of any Government Authority or otherwise;
  - (ii) its performance under the Notes is prevented or materially hindered or delayed due to either any act (other than, if applicable, a Market Disruption Event), law, rule, regulation, judgment, order, directive, decree or material legislative or administrative interference of any Government Authority or otherwise, or the occurrence of civil war, disruption, military action, unrest, political insurrection, terrorist activity of any kind, riot, public demonstration and/or protest or any other financial or economic reasons or any other causes or impediments beyond its control;
  - (iii) it has become impracticable, illegal or impossible for the Bank to purchase, sell or otherwise deal (or to continue to do so) in the relevant shares or securities, or any options or futures contracts in relation to such shares or securities or such other property or asset, in order to perform its obligations under the Notes or in respect of any relevant hedging arrangements in connection with the Notes (whether such hedge is held directly by the Bank or indirectly through an affiliate) under the restriction or limitation of the existing or future law, rule, regulation, judgment, order, directive or decree of any Government Authority or otherwise; or
  - (iv) any other event beyond the control of the Bank has occurred which makes it impracticable, illegal or impossible for the Bank to perform its obligations under the Notes or to effectively hedge its obligations under the Notes (whether such hedge is held directly by the Bank or indirectly through an affiliate).

For the purposes of this Condition 14(f), "Government Authority" means any nation, state or government, any province or other political subdivision thereof, any body, agency or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and

any other entity exercising, executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

- (g) Where any of the Notes is redeemed pursuant to Condition 14(f) (*Force Majeure Redemption*), the Bank will, in respect of each such Note, cause to be paid to the Noteholder the Early Redemption Amount. Payment will be made, as the case may be, in such manner as shall be notified to the Noteholders.
- (h) *Redemption following Benchmark Event*: If “Benchmark Event – Early Redemption” is specified as applicable in the relevant Pricing Supplement, then if following the occurrence of a Benchmark Event (General), Benchmark Event (SOR) or SORA Index Cessation Event, as applicable:
- (i) if Condition 5(n)(i) or (ii) (*Benchmark Replacement (General)*), Condition 5(o) (*Benchmark Replacement (SOR)*) or Condition 5(p) (*Benchmark Replacement (SORA)*) applies, for so long as the Bank does not notify the Calculation Agent, the Issue and Paying Agent and the Noteholders a Successor Rate (General) or an Alternative Reference Rate (General) in accordance with Condition 5(n)(i) or (ii) (*Benchmark Replacement (General)*), a Successor Rate (SOR) or an Alternative Reference Rate (SOR) in accordance with Condition 5(o) (*Benchmark Replacement (SOR)*) or a Successor Rate (SORA) or an Alternative Reference Rate (SORA) in accordance with Condition 5(p) (*Benchmark Replacement (SORA)*), as applicable;
  - (ii) it (A) is or would be unlawful at any time under any applicable law or regulation or (B) would contravene any applicable licensing requirements, for the Bank to perform the actions prescribed in Condition 5(n) (*Benchmark Event (General)*), Condition 5(o) (*Benchmark Replacement (SOR)*) or Condition 5(p) (*Benchmark Replacement (SORA)*) (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time);
  - (iii) the Bank determines that an Adjustment Spread (General), an Adjustment Spread (SOR) or an Adjustment Spread (SORA), as applicable, is or would be a benchmark, index or other price source whose production, publication, methodology or governance would subject the Bank or the Calculation Agent to material additional regulatory obligations (such as the obligations for administrators under the EU Benchmark Regulation); or
  - (iv) the Bank determines that having determined a Successor Rate (General) or an Alternative Reference Rate (General) (as the case may be) and an Adjustment Spread (General) (if any) in accordance with Condition 5(n) (*Benchmark Event (General)*), a Successor Rate (SOR) or an Alternative Reference Rate (SOR) (as the case may be) and an Adjustment Spread (SOR) (if any) in accordance with Condition 5(o) (*Benchmark Replacement (SOR)*) or a Successor Rate (SORA) or an Alternative Reference Rate (SORA) (as the case may be) and an Adjustment Spread (SORA) (if any) in accordance with Condition 5(p) (*Benchmark Replacement (SORA)*), as applicable, the adjustments provided for in Condition 5(n) (*Benchmark Event (General)*), Condition 5(o) (*Benchmark Replacement (SOR)*) or Condition 5(p) (*Benchmark Replacement (SORA)*), as applicable, would not achieve a commercially reasonable result for either the Bank or the Noteholders,

the Bank may give notice to the Noteholders as soon as practicable in accordance with Condition 23 (*Notices*) and the Bank shall redeem all, but not some only, of the Notes then outstanding on the Interest Payment Date immediately succeeding the date it provides such notice to Noteholders at the Early Redemption Amount in respect of each Note (together with interest accrued to (but excluding) the date fixed for redemption (without double counting)).



Words and expressions defined in Condition 5(n) (*Benchmark Event (General)*), Condition 5(o) (*Benchmark Replacement (SOR)*) or Condition 5(p) (*Benchmark Replacement (SORA)*) shall have the same meanings in this Condition 14(h).

- (i) *Early redemption of Zero Coupon Notes*: Unless otherwise specified in the relevant Pricing Supplement, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the sum of:

- (i) the Reference Price; and
- (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable.

Where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the Pricing Supplement for the purposes of this Condition 14(i) or, if none is so specified, a Day Count Fraction of 30/360 on an unadjusted basis.

- (j) *Purchase*: The Bank or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price, provided that all unmatured Coupons are purchased therewith. Any Notes purchased by, and while held by or on behalf of, the Bank or its subsidiaries, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Condition 21 (*Meetings of Noteholders; Modification and Waiver*).
- (k) *Cancellation*: All Notes redeemed by the Bank or any of its Subsidiaries and any unmatured Coupons attached to or surrendered with them shall be cancelled and may not be reissued or resold.

## 15 Payments

- (a) *Payments on Bearer Notes*: Subject to Condition 15(d) (*Payments on Physical Delivery Notes*), this Condition 15(a) is applicable in relation to Bearer Notes.

- (i) *Principal*

Payments of principal in respect of Bearer Notes shall be made only against presentation and (provided that payment is made in full) surrender of Notes at the Specified Office of any Paying Agent outside the United States by cheque drawn in the currency in which the payment is due on, or by transfer to an account denominated in that currency (or, if that currency is euro, any other account to which euro may be credited or transferred) and maintained by the payee with, a bank in the Principal Financial Centre of that currency.

- (ii) *Interest*

Payments of interest in respect of Bearer Notes shall, subject to Condition 15(a)(v) (*Payments other than in respect of matured Coupons*) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) above.

- (iii) *Deductions for unmatured Coupons*

If the relevant Pricing Supplement specifies that all Fixed Rate Note Provisions are applicable and a Bearer Note is presented without all unmatured Coupons relating thereto:

- (A) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; *provided however, that* if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment; and
- (B) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:
- (1) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the “**Relevant Coupons**”) being equal to the amount of principal due to for payment; *provided however*, that where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
  - (2) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided however*, that if the gross amount available for payment is less than the amount of principal due for payment; the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (i) above against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons.

(iv) *Unmatured Coupons void*

If the relevant Pricing Supplement specifies that this Condition 15(a)(iv) is applicable or that the Floating Rate Note Provisions or the Variable Linked Interest Provisions are applicable, on the due date for final redemption of any Bearer Note or early redemption of such Note pursuant to Condition 14(b) (*Payment on Registered Notes*), Condition 14(e) (*Payment in Renminbi*), Condition 14(c) (*Payment subject to fiscal laws*) or Condition 17 (*Events of Default*), all unmaturing Coupons relating thereto (whether or not still attached) shall become void and no payment will be made in respect thereof.

(v) *Payments other than in respect of matured Coupons*

Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Bearer Notes at the Specified Office of any Paying Agent outside the United States (or in New York City if permitted by Condition 15(a)(viii) (*Payments in New York City*)).

(vi) *Partial payments*

If a Paying Agent makes a partial payment in respect of any Bearer Note or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

(vii) *Exchange of Talons*

On or after the maturity date of the final Coupon which is (or was at the time of issue) part of a Coupon Sheet relating to the Bearer Notes, the Talon forming part of such Coupon Sheet may be exchanged at the Specified Office of the Issue and Paying Agent for a further Coupon Sheet (including, if appropriate, a further Talon but excluding any Coupons in respect of which claims have already become void pursuant to Condition 18 (*Prescription*)). Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Bearer Note shall become void and no Coupon will be delivered in respect of such Talon.

(viii) *Payments in New York City*

Payments of principal or interest in respect of Bearer Notes may be made at the Specified Office of a Paying Agent in New York City if (A) the Bank has appointed Paying Agents outside the United States with the reasonable expectation that such Paying Agents will be able to make payment of the full amount of the interest on the Notes in the currency in which the payment is due when due, (B) payment of the full amount of such interest at the offices of all such Paying Agents is illegal or effectively precluded by exchange controls or other similar restrictions and (C) payment is permitted by applicable United States law.

(ix) *Payments on business days*

If the due date for payment of any amount in respect of any Note or Coupon is not a Payment Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(b) *Payment on Registered Notes: Subject to Condition 15(d) (Payments on Physical Delivery Notes), this Condition 15(b) is applicable in relation to Registered Notes.*

(i) *Payment of Redemption Amount*

Payment of the Redemption Amount (together with accrued interest) due in respect of Registered Notes will be made against presentation and, save in the case of partial payment of the Redemption Amount, surrender of the relevant Certificate at the Specified Office of the Registrar.

(ii) *Payment of Other Amounts*

Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of the Registered Notes will be paid to the holder thereof (or, in the case of joint holders, the first-named) as appearing in the Register as at opening of business (local time in the place of the Specified Office of the Registrar) on the Record Date.

(iii) *Method of Payment*

Payment of amounts (whether principal, interest or otherwise) due (other than the Redemption Amount) in respect of Registered Notes will be made in the currency in which such amount is due by cheque and posted to the address as recorded in the Register of the holder thereof (or, in the case of joint holders, the first-named) on the Relevant Banking Day not later than the relevant due date for payment unless prior to the relevant Record Date the holder thereof (or, in the case of joint holders, the first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account denominated in the relevant currency in which case payment shall be made on the relevant due date for payment by transfer to such account. In the case of payment by transfer to an account, if the due date for any such payment is not a Relevant Financial Centre Day, then the holder thereof will not be entitled to payment thereof until the first day thereafter which is a Relevant Financial Centre Day and a day which commercial

banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 4(b) (*Accrual of interest*) or 5(b) (*Accrual of interest*), as applicable.

- (c) *Payment subject to fiscal laws*: All payments in respect of the Notes are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 16 (*Taxation*). No commissions or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (d) *Payments on Physical Delivery Notes*: This Condition 15(d) is applicable in relation to Physical Delivery Notes. The procedure for the delivery of any Physical Delivery Amount in respect of Physical Delivery Notes (including, without limitation, liability for the costs of transfer of Underlying Physical Assets) shall be as specified in the relevant Pricing Supplement, provided that, the Underlying Physical Assets shall be delivered at the risk of the relevant Noteholder in such manner as may be specified in the relevant Transfer Notice and, notwithstanding Condition 4(b) (*Accrual of interest*) or 5(b) (*Accrual of interest*), as the case may be, no additional payment or delivery will be due to a Noteholder where any Underlying Physical Assets are delivered after their due date in circumstances beyond the control of either the Bank or the Settlement Agent. In the case of Physical Delivery Notes which are settled by way of delivery, on the due date for redemption, the Bank shall deliver, or procure the delivery of, the documents evidencing the number, and/or constituting the Physical Delivery Amount to or to the order of the Noteholders in accordance with the instructions of the Noteholders contained in the Transfer Notice. The Physical Delivery Amount shall be evidenced in the manner described in the relevant Pricing Supplement. The relevant Pricing Supplement may also contain provisions for variation of settlement pursuant to an option to such effect or where the Bank or the holder of a Physical Delivery Note, as the case may be, is not able to deliver, or take delivery of, as the case may be, the Underlying Physical Assets or where a Settlement Disruption Event has occurred, all as provided in the relevant Pricing Supplement.
- (e) *Payments in Renminbi*: Payments of amounts in Renminbi shall be made by transfer to a Renminbi account maintained by or on behalf of a Noteholder with a bank in Hong Kong or Singapore (in the case of Bearer Notes) or by transfer to the registered account of the Noteholder (in the case of Registered Notes). For the purposes of this Condition 15(e), "registered account" means the Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong or Singapore, details of which appear on the Register at the close of business on the fifth business day before the due date for payment.
- (f) *CNY Currency Event*

If a CNY Currency Event, as determined by the Calculation Agent in its sole and absolute discretion, exists on a date for payment of any amount in respect of any Note denominated in CNY (or the relevant Receipt, Talon or Coupon), the Calculation Agent may determine one or more of the following, and take such action or make such determination accordingly, in its sole and absolute discretion:

- (i) the relevant payment of the Issuer be postponed to 5 Business Days after the date on which the CNY Currency Event ceases to exist or, if that would not be possible (as determined by the Calculation Agent acting in good faith), as soon as reasonably practicable thereafter;
- (ii) the Issuer's obligation to make a payment in CNY under the terms of the Notes be replaced by an obligation to pay such amount in the Relevant Currency (converted at the Alternate

Settlement Rate determined by the Calculation Agent as of a time selected in good faith by the Calculation Agent); and/or

- (iii) by giving notice to the relevant Noteholders in accordance with Condition 23 (*Notices*), the Issuer, in its sole and absolute discretion, may redeem all, but not some only, of the Notes at the Early Redemption Amount (CNY Currency Event) referred to in the applicable Pricing Supplement in respect of each Note together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Upon the occurrence of a CNY Currency Event, the Issuer shall give notice, as soon as practicable, to the Noteholders in accordance with Condition 23 (*Notices*) stating the occurrence of the CNY Currency Event, giving brief details thereof and the action proposed to be taken in relation thereto.

For the purpose of this Condition 15 and unless stated otherwise in the applicable Pricing Supplement:

**“Alternate Settlement Rate”** means the spot rate between CNY and the Relevant Currency determined by the Calculation Agent, taking into consideration all available information which the Calculation Agent deems relevant (including, but not limited to, the pricing information obtained from the CNY non-deliverable market outside the PRC and/or the CNY exchange market inside the PRC);

**“CNY Currency Events”** means any one of CNY Illiquidity, CNY Non-Transferability and CNY Inconvertibility;

**“CNY Illiquidity”** means the general CNY exchange market in Hong Kong (in the case of RMB Notes cleared through Euroclear, Clearstream, Luxembourg and/or an alternative clearing system) or the general CNY exchange market in Singapore (in the case of RMB Notes cleared through CDP), becomes illiquid as a result of which the Issuer and/or any of its affiliates cannot obtain sufficient CNY in order to make a payment or perform any other of its obligations under the Notes, as determined by the Calculation Agent in good faith and in a commercially reasonable manner;

**“CNY Inconvertibility”** means the occurrence of any event that makes it impossible, impracticable or illegal for the Issuer and/or any of its affiliates to convert any amount into or from CNY as may be required to be paid by the Issuer under the Notes on any payment date or such other amount as may be determined by the Calculation Agent in its sole and absolute discretion at the general CNY exchange market in Hong Kong (in the case of RMB Notes cleared through Euroclear, Clearstream, Luxembourg and/or an alternative clearing system) or Singapore (in the case of RMB Notes cleared through CDP), other than where such impossibility, impracticability or illegality is due solely to the failure of that party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the relevant series of Notes and it is impossible for the Issuer and/or any of its affiliates, due to an event beyond the control of the Issuer or the relevant affiliate, to comply with such law, rule or regulation);

**“CNY Non-Transferability”** means the occurrence of any event that makes it impossible, impracticable or illegal for the Issuer and/or any of its affiliates to deliver CNY between accounts:

- (i) in the case of RMB Notes cleared through Euroclear and/or Clearstream, Luxembourg and/or an alternative clearing system, inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong (including where the CNY clearing and settlement system for participating banks in Hong Kong is disrupted or suspended), other than where such impossibility, impracticability or illegality is due solely to the failure of the Issuer and/or the relevant affiliate to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date of the relevant series of Notes and it is impossible for the Issuer and/or any of its affiliates, due to an event

beyond the control of the Issuer and/or the relevant affiliate, to comply with such law, rule or regulation); or

- (ii) in the case of RMB Notes cleared through CDP, inside Singapore or from an account inside Singapore to an account outside Singapore and outside the PRC or from an account outside Singapore and outside the PRC to an account inside Singapore, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

**“Governmental Authority”** means (in the case of RMB Notes cleared through Euroclear, Clearstream, Luxembourg and/or an alternative clearing system) any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong or (in the case of RMB Notes cleared through CDP) the Monetary Authority of Singapore or any other governmental authority or any other entity (private or public) charged with the regulation of the financial markets of Singapore; and

**“Relevant Currency”** means United States dollars, Hong Kong dollars, Singapore dollars or such other currency as may be determined by the Calculation Agent.

## 16 Taxation

- (a) All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Bank shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by Singapore (or by or within such other jurisdiction in which a branch of the Issuer is situated, where the Notes are issued through such a branch) or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note or Coupon:
  - (i) **Other connection:** to, or to a third party on behalf of, a holder who is (i) treated as a resident of Singapore or as having a permanent establishment in Singapore for tax purposes or (ii) liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with Singapore (or within such other jurisdiction in which a branch of the Issuer is situated, where the Notes are issued through such a branch) other than the mere holding of the Note or Coupon; or
  - (ii) **Lawful avoidance of withholding:** to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Note or Coupon is presented for payment; or
  - (iii) **Presentation more than 30 days after the Relevant Date:** presented for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day; or

- (iv) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any law implementing European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
  - (v) **Payment by another Paying Agent:** presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union.
- (b) For the avoidance of doubt, any amounts to be paid on the Notes and the Coupons by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a “**FATCA Withholding**”). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.).

## 17 Events of Default

If any of the following events occurs and is continuing (each, an “**Event of Default**”):

- (a) *Non-payment:* The Bank fails to pay any amount of principal in respect of the Notes within fourteen days from the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within fourteen days from the due date for payment thereof; or
- (b) *Breach of other obligations:* The Bank defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied for 30 days after written notice thereof, addressed to the Bank by any Noteholder, has been delivered to the Bank or to the Specified Office of the Issue and Paying Agent; or
- (c) *Insolvency etc:* (i) The Bank becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Bank for all or substantially all of the undertaking, assets and revenues of the Bank is appointed (or application for any such appointment is made), (iii) the Bank takes any action for readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness or any Guarantee of any Indebtedness given by it or (iv) the Bank ceases or threatens to cease to carry on all or substantially all of its business; or
- (d) *Winding up etc:* An order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Bank; or
- (e) *Analogous event:* Any event occurs which under the laws of Singapore or such other country of tax residence has an analogous effect to any of the events referred to in paragraphs (c) to (e) above; or
- (f) *Failure to take action etc:* Any action, condition or thing at any time required to be taken, fulfilled or done in order (i) to enable the Bank lawfully to enter into, exercise its rights and perform and comply with its obligations under and in respect of the Notes, (ii) to ensure that the obligations are legally valid, binding and enforceable and (iii) to make the Notes and the Coupons admissible in evidence in the courts of Singapore is not taken, fulfilled or done and such failure continues for a period of 60 days next following the service by a Noteholder on the Bank of notice requesting the same to be taken, fulfilled or done,

then any Note may, by written notice addressed by the holder thereof to the Bank and delivered to the Bank or to the Specified Office of the Issue and Paying Agent, be declared immediately due and payable, whereupon it shall become immediately due and payable at its Early Redemption Amount together with accrued interest (if any) without further action or formality.

## **18 Prescription**

Claims for principal shall become void unless the relevant Notes are presented for payment within ten years of the appropriate Relevant Date. Claims for interest shall become void unless the relevant Coupons are presented for payment within five years of the appropriate Relevant Date.

## **19 Replacement of Notes, Certificates and Coupons**

If any Note, Certificate or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Issue and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) (and, if the Notes are then admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or Transfer Agent in any particular place, the Paying Agent (in the case of Bearer Notes) or Transfer Agent (in the case of Registered Notes) having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system), subject to all applicable laws and listing authority, stock exchange and/or quotation system requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Bank may reasonably require. Mutilated or defaced Notes, Certificates or Coupons must be surrendered before replacements will be issued.

## **20 Agents**

In acting under the Agency Agreement and in connection with the Notes, the Certificates and the Coupons, the Issue and Paying Agent, the Registrar, any other Paying Agents and any Transfer Agents act solely as agents of the Bank and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders or Couponholders.

The initial Issue and Paying Agent and Registrar and their initial Specified Offices are listed below. The initial Calculation Agent (if any) is specified in the relevant Pricing Supplement. The Bank reserves the right at any time to vary or terminate the appointment of the Issue and Paying Agent or the Registrar and to appoint a successor Issue and Paying Agent, Registrar, or Calculation Agent and additional or successor Paying Agents and any Transfer Agent and any additional or successor Transfer Agents; *provided however*, that:

- (a) the Bank shall at all times maintain an Issue and Paying Agent and a Registrar; and
- (b) the Bank undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; and
- (c) if a Calculation Agent is specified in the relevant Pricing Supplement, the Bank shall at all times maintain a Calculation Agent; and
- (d) if and for so long as the Notes are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and/or Transfer Agent in any particular place, the Bank shall maintain a Paying Agent and/or Transfer Agent (as the case may be) having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system.



Notice of any change in any of the Issue and Paying Agent, the Registrar or any Paying Agent or Transfer Agent or in their Specified Offices shall promptly be given to the Noteholders.

## 21 Meeting of Noteholders; Modification and Waiver

- (a) *Meeting of Noteholders:* The Agency Agreement contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the modification of any provision of these Conditions. Any such modification may be made if sanctioned by an Extraordinary Resolution. Such a meeting may be convened by the Bank and shall be convened by it upon the request in writing of Noteholders holding not less than ten per cent. of the aggregate principal amount of the Notes for the time being outstanding. The quorum at any meeting convened to vote on an Extraordinary Resolution will be two or more Persons holding or representing more than 50 per cent. of the aggregate principal amount of the Notes for the time being outstanding or, at any adjourned meeting, two or more persons being or representing Noteholders whatever the principal amount of the Notes held or represented; *provided however*, that Reserved Matters may be only sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which two or more Persons holding or representing not less than 75 per cent. or, at any adjourned meeting, 25 per cent. of the aggregate principal amount of the Notes for the time being outstanding form a quorum. Any Extraordinary Resolution duly passed at any such meeting shall be binding on all Noteholders and Couponholders, whether present or not.

In addition, a resolution in writing signed by or on behalf of the holders of not less than 66 per cent. in nominal amount of the Notes who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Agency Agreement and whose Notes are outstanding shall take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the like form, each signed by or on behalf of one or more such Noteholders.

- (b) *Modification:* The Notes and these Conditions may be amended without the consent of the Noteholders or the Couponholders to correct a manifest error or to comply with mandatory provisions of Euroclear and/or Clearstream, Luxembourg and/or CDP or for the purpose of curing any ambiguity or correcting or supplementing any provisions contained herein in any manner which the Bank in its sole and absolute discretion deems necessary or desirable provided that such modification is not materially prejudicial to the interests of the Noteholders. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Bank shall not agree, without the consent of the Noteholders, to any such modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders. Notice of any such modification shall be given to the Noteholders in accordance with Condition 23 (*Notices*), but failure to give, or non-receipt of, such Notice, shall not affect the validity of such modifications.

Additionally, certain provisions of these Conditions that may be applicable to a particular series of Notes (including, but not limited to, Conditions 8(p)(vi) (*Calculation Agent*) and 8(s) (*Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method*)) provide that the relevant Notes or these Conditions may be amended without the consent of the Noteholders.

## 22 Further Issues

The Bank may from time to time, without the consent of the Noteholders or the Couponholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

## 23 Notices

Notices to the holders of Bearer Notes and Registered Notes shall be valid if (i) published in a daily newspaper of general circulation in Singapore (which is expected but is not required to be *The Business Times*) or, for so long as the Notes are listed on the SGX-ST, published on the website of the SGX-ST at <http://www.sgx.com>, and published in the English language or a certified translation into the English language or (ii) despatched by prepaid ordinary post (by airmail if to another country) to holders of Notes at their addresses appearing in the Register (in the case of joint holders to the address of the holder whose name stands first in the register). Any such notice shall be deemed to have been given on the date of publication or despatch to the holders of the Notes.

Until such time as any Definitive Notes are issued, there may, so long as the Global Notes(s) is or are held in its or their entirety on behalf of CDP, Euroclear and/or Clearstream, Luxembourg, and/or any other clearing system, be substituted for such publication in such newspapers the delivery of the relevant notice to CDP (subject to the agreement of CDP), Euroclear and/or Clearstream, Luxembourg, and/or any other clearing system for communication by it to the Noteholders. Any such notice shall be deemed to have given to the Noteholders on the date of delivery to CDP, Euroclear and/or Clearstream, Luxembourg, and/or any other clearing system.

Notwithstanding the other provision of this Condition 23 (*Notices*), in any case where the identity and addresses of all the Noteholders are known to the Bank, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

Couponholders shall be deemed for all purposes to have notice to the contents of any notice given to the holders of Bearer Notes in accordance with this Condition 23 (*Notices*).

## 24 Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Pricing Supplement), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all United States dollar amounts used in or resulting from such calculations will be rounded up to the nearest cent (with one half cent being rounded up), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount, and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency, with 0.005 being rounded upwards.

## 25 Redenomination, Renominalisation and Reconventioning

- (a) *Application*: This Condition 25 is applicable to the Notes only if it is specified in the relevant Pricing Supplement as being applicable.
- (b) *Notice of redenomination*: If the country of the Specified Currency becomes or, announces its intention to become, a Participating Member State, the Bank may, without the consent of the Noteholders and Couponholders, on giving at least 30 days' prior notice to the Noteholders, the Paying Agents and the Registrar, designate a date (the "**Redenomination Date**") being an Interest Payment Date under the Notes falling on or after the date on which such country becomes a Participating Member State.
- (c) *Redenomination*: Notwithstanding the other provisions of these Conditions, with effect from the Redenomination Date:

- (i) the Notes shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in the Specified Currency, converted into euro at the rate for conversion of such currency into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Community regulations); *provided however*, that, if the Bank determines, with the agreement of the Issue and Paying Agent then market practice in respect of the redenomination into euro 0.01 of internationally offered securities is different from that specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Bank shall promptly notify the Noteholders and Couponholders, each listing authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation and the Paying Agents of such deemed amendments;
- (ii) if Notes have been issued in definitive form:
  - (A) all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date (the “**Euro Exchange Date**”) on which the Bank gives notice (the “**Euro Exchange Notice**”) to the Noteholders that replacement Notes and Coupons denominated in euro are available for exchange (provided that such Notes and Coupons are available) and no payments will be made in respect thereof;
  - (B) the payment obligations contained in all Notes denominated in the Specified Currency will become void on the Euro Exchange Date but all other obligations of the Bank thereunder (including the obligation to exchange such Notes in accordance with this Condition 25) shall remain in full force and effect;
  - (C) new Notes and Coupons denominated in euro will be issued in exchange for Notes and Coupons denominated in the Specified Currency in such manner as the Issue and Paying Agent may specify and as shall be notified to the Noteholders in the Euro Exchange Notice; and
- (iii) all payments in respect of the Notes (other than, unless the Redenomination Date is on or after such date as the Specified Currency ceases to be a sub-division of the euro, payments of interest in the respect of periods commencing before the Redenomination Date) will be made solely in euro by cheque drawn on, or by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the principal financial centre of any Member State of the European Communities.
- (d) *Interest*: Following redenomination of the Notes pursuant to this Condition 25, where Notes have been issued in definitive form, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate principal amount of the Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder.
- (e) *Interest Determination Date*: If the Floating Rate Note Provisions are specified in the relevant Pricing Supplement as being applicable and Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Rate(s) of Interest is/are to be determined, with effect from the Redenomination Date, unless otherwise provided for in the applicable Pricing Supplement, the Interest Determination Date shall be deemed to be the second TARGET Settlement Day before the first day of the relevant Interest Period.

## 26 Governing Law and Jurisdiction

- (a) *Governing Law:* The Notes are governed by, and shall be construed in accordance with, English law.
- (b) *Jurisdiction:* The Courts of England are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the Courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.
- (c) *Service of process:* The Bank agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to it at its branch in England or at any other address of the Bank in the United Kingdom at which service of process may be served on it in accordance with section 1139 of the Companies Act 2006. Nothing in this paragraph shall affect the right of any Noteholder to serve process in any other manner permitted by law.
- (d) *Non-exclusivity:* The submission to the jurisdiction of the Courts of England shall not (and shall not be construed so as to) limit the right of any Noteholder to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

## 27 Severability

Should any of the provisions contained in these Conditions be or become invalid, the validity of the remaining provisions shall not be affected in any way.

## FORM OF PRICING SUPPLEMENT

*The Pricing Supplement in respect of each Tranche of Notes will be substantially in the following form, duly supplemented (if necessary), amended (if necessary) and completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Pricing Supplement but denotes directions for completing the Pricing Supplement.*

**[MiFID II product governance / Professional investors and ECPs only target market** - Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.] / [*appropriate target market legend to be included*]

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

Pricing Supplement dated [date]

### UNITED OVERSEAS BANK LIMITED

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the U.S.\$5,000,000,000

### Structured Notes Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated [date]. This Pricing Supplement must be read in conjunction with such Offering Circular.

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the 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 (subject to certain conditions) under of the Income Tax Act, Chapter 134 of Singapore (the "**ITA**"), shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, 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 sub-paragraphs. Italics denote directions for completing the Pricing Supplement.]*

- |   |   |  |
|---|---|--|
| 1 | Issuer:   | United Overseas Bank Limited   |
|   | (i) [Branch:]   | [Not Applicable/name]  |
|   | (ii) [Series Number:]   | [•]  |
|   | (iii) [Tranche Number:<br>(If fungible with an existing<br>Series, details of that Series,<br>including the date on which the<br>Notes become fungible).] | [•]  |
| 2 | Specified Currency or Currencies:   | [•]  |
| 3 | [Settlement Currency:   | [•]]   |
| 4 | Aggregate Nominal Amount:   |  |
|   | (i) [Series:]   | [•]  |
|   | (ii) [Tranche:  | [•]  |
| 5 | (i) [Issue Price:]  | [•] per cent. of the Aggregate Nominal Amount [plus<br>accrued interest from [ <i>insert date</i> ] ( <i>in the case of<br/>fungible issues only, if applicable</i> )]   |
|   | (ii) [Net proceeds:   | [•] ( <i>Required only for listed issues</i> )]  |
| 6 | (i) Specified Denominations:  | [•]  |
|   | (ii) Calculation Amount:  | [•]  |
| 7 | (i) Issue Date:   | [•]  |
|   | (ii) Trade Date:  | [•]  |
|   | (iii) [Interest Commencement Date<br>(if different from the Issue Date):  | [•]]   |
| 8 | Maturity Date:  | <i>[specify date or (for Floating Rate Notes) Interest<br/>Payment Date falling in the relevant month and year]<br/>[(the Scheduled Maturity Date)] [subject as provided in<br/>Condition 8(c) (<i>Maturity Date Extension</i>) (<i>included for<br/>Credit Linked Notes</i>)]</i> |
| 9 | Interest Basis:   | [• % Fixed Rate]<br>[[ <i>specify reference rate</i> ] +/- • % Floating Rate]<br>[Zero Coupon]<br>[Variable Linked Interest]<br>[Physical Delivery]<br>[Other ( <i>specify</i> )]<br>(further particulars specified below)   |

- 10 Redemption/Payment Basis: [Redemption at par]  
[Index Linked Notes]  
[Equity Linked Notes]  
[Commodity Linked Notes]  
[Physical Delivery]  
[Currency Linked Notes]  
[Partly Paid]  
[Instalment]  
[Credit Linked Notes]  
[Fund Linked Notes]  
[Interest Rate Linked Notes]
- [Other (*specify*)]
- 11 Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis*] / [Not Applicable]
- 12 Put/Call Options: [Investor Put]  
[Issuer Call]  
[(further particulars specified below)]
- 13 Listing: [[•](*specify*)/None]
- 14 Method of distribution: [Syndicated/Non-syndicated]
- 15 Fixed Rate Note Provisions [Applicable/Not Applicable]  
(*If not applicable, delete the remaining subparagraphs of this paragraph*)
- (i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year, commencing on (and including) [•] up to (and including) [•] (, adjusted in accordance with [*specify Business Day Convention*] / no adjusted)  
(*Amend appropriately in the case of irregular coupons*)
- (iii) Fixed Coupon Amount[(s)]: [•] [per Note of [•] Specified Denomination and per Note of [•] Specified Denomination] / [Not Applicable]
- (iv) Day Count Fraction: [30/360]/[Actual/Actual (ISMA)]/[Actual/Actual (ISDA)]/[Actual/360]/[Actual/365 (Fixed)]/[30/360]/[30E/360]/[*If none of these options applies, give details*]
- (v) Broken Amount(s): [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]*] / [Not Applicable]
- (vi) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/*give details*]  
(*Consider if Day Count Fraction, particularly for Euro denominated issues, should be on an Actual/Actual basis. Also consider what should happen to unmatured Coupons in the event of early redemption of the Notes.*)

(vii) Rate of interest on overdue amounts:	[Specify, if different from the default under Condition 4(b)]
16 Floating Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph. Also consider whether EURO BBA LIBOR or EURIBOR is the appropriate reference rate)</i>
(i) Specified Period(s)/Specified Interest Payment Dates:	[•], [•], [•] & [•] in each year, commencing on (and including) [•] up to (and including) [•] (, adjusted in accordance with [specify Business Day Convention] / no adjusted) <i>(Amend appropriately in the case of irregular coupons)</i>
(ii) Business Day Convention:	[Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Convention/ Preceding Business Day Convention/ other <i>(give details)</i> ]
(iii) Additional Business Centre(s):	[Not Applicable/ <i>give details</i> ]
(iv) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination/other <i>(give details)</i> ]
- Designated Maturity:	[Specify/Not Applicable] <i>(NB: Specify if reference is made to USD LIBOR, USD Swap Rate, SGD SIBOR, SGD SOR or SGD Swap Rate)</i>
(v) Screen Rate Determination:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs)</i>
- Reference Rate:	[For example, SONIA or LIBOR or EURIBOR or SIBOR or CNH HIBOR or Compounded Daily SONIA or Compounded Daily SOFR or Compounded Daily SORA] [Specify]
- Relevant Screen Page:	[For example, Telerate page 3750/248]
- Interest Determination Date(s):	[Second London business day prior to the start of each Interest Period] <i>(Applicable in the case of LIBOR (other than Sterling or Euro LIBOR))</i> [First day of each Interest Period] <i>(Applicable in the case of Sterling LIBOR)</i> [Second day on which the TAREGT 2 System is open prior to the start of each Interest Period] <i>(Applicable in the case of Euro LIBOR or EURIBOR)</i> [First day of each Interest Period] <i>(Applicable in the case of HIBOR)</i> [Second Singapore business day prior to the start of each interest Period] <i>(Applicable in the case of SIBOR)</i>



	<p><input type="checkbox"/> [U.S. Government Securities Business Day (<i>if SOFR</i>)] [London Banking Days (<i>if SONIA</i>)] prior to the first day in each Interest Payment Date</p> <p>[(Specify)]</p>
- Compound with Lookback:	<p>[[SOFR] [SONIA] Compound with Lookback] [SORA Lookback] [Not Applicable]</p> <p><i>(Only applicable if SOFRA Compound with Lookback, SONIA Compound with Lookback or SORA Lookback applies)</i></p>
- Lookback Days:	<p>[Not Applicable] / [<input type="checkbox"/> U.S. Government Securities Business Day(s) (<i>if SOFR Compound with Lookback applies</i>)] / [<input type="checkbox"/> London Banking Day(s) (<i>if SONIA Compound with Lookback applies</i>)]</p> <p><i>(Only applicable if SOFR Compound with Lookback, or SONIA Compound with Lookback applies)</i></p>
- SORA Lookback Observation Period:	<p>[[<input type="checkbox"/> Singapore Business Days] [Not Applicable]</p> <p><i>(Only applicable where the Reference Rate is Compounded Daily SORA and if SORA Lookback is applicable and the reference to the number of Business Days in the Observation Period is not five Singapore Business Days)</i></p>
- Compound with Observation Shift:	<p>[[SOFR] [SONIA] Compound with Observation Shift] [SORA Backward Shifted Observation Period] [Not Applicable]</p> <p><i>(Only applicable if SOFR Compound with Observation Shift, SONIA Compound with Observation Shift or SORA Backward Shifted Observation Period applies)</i></p>
- Observation Shift Days:	<p>[[<input type="checkbox"/> [U.S. Government Securities Business Days (<i>if SOFR Compound with Observation Shift</i>)]_[London Banking Days (<i>if SONIA Compound with Observation Shift</i>)] [Not Applicable]</p> <p><i>(Only applicable if SOFR Compound with Observation Shift or SONIA Compound with Observation Shift applies)</i></p>
- SORA Backward Shifted Observation Period:	<p>[[<input type="checkbox"/> Singapore Business Days] [Not Applicable]</p> <p><i>(Only applicable where the Reference Rate is Compounded Daily SORA and SORA Backward Shifted Observation Period applies and the reference to the number of Business Days in the Observation Period is not five Singapore Business Days)</i></p>
- SORA Lockout:	<p>[Applicable/Not Applicable]</p> <p><i>(Only applicable where SORA Lockout applies)</i></p>
- Rate Cut-off Date:	<p>[[<input type="checkbox"/> Singapore Business Days] [Not Applicable]</p> <p><i>(Only applicable where the Reference Rate is Compounded Daily SORA and SORA Lockout applies)</i></p>

- and the Rate Cut-off Date is not five Singapore Business Days)*
- SORA Payment Delay: [Applicable/Not Applicable]  
*(Only applicable where the Reference Rate is Compounded Daily SORA and SORA Payment Delay applies)*
  - Relevant Time: [For example, 11.00 a.m. London time/Brussels time]
  - Relevant Financial Centre: [For example, London/Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the Euro)]
- (vi) ISDA Determination:
- Floating Rate Option: [•]
  - Designated Maturity: [•]
  - Reset Date: [•]
- (vii) Margin(s): [+/-][•] per cent. per annum
- (viii) Minimum Rate of Interest: [•] per cent. per annum
- (ix) Maximum Rate of Interest: [•] per cent. per annum
- (x) Day Count Fraction: [•]
- (xi) Rate of interest on overdue amounts: [Specify, if different from the default under Condition 5(b)]
- (xii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:
- Reference Rates Benchmark: [Specify others if different from those set out in the Condition 5(n)] (Only applicable if Benchmark Replacement (General) (Condition 5(n)) is specified above)
  - Benchmark Rate Non-Representativeness Event: [Applicable/Not Applicable] (Only applicable if Benchmark Replacement (General) (Condition 5(n)) is specified above)
  - Additional Benchmark Event: [specify] [Not Applicable] (Only applicable if Benchmark Replacement (General) (Condition 5(n)) is specified above)
- (xiii) Other terms of special conditions: [The Rate of Interest for the [long]/[short] [first][last] Interest Period shall be calculated using linear interpolation] [Specify others] [Not applicable]
- 17 Zero Coupon Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) [Amortisation/Accrual] Yield: [•] per cent. per annum

- (ii) Reference Price: [•]
- (iii) Zero Coupon Late Payment Interest: [Applicable/Not Applicable]
- (iv) Any other formula/basis of determining amount payable: [*Consider whether it is necessary to specify a Day Count Fraction for the purposes of Condition 6 (Zero Coupon Note Provisions)*]
- 18 Variable Linked Interest Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Type of Interest: [Currency Linked Interest/Index Linked Interest/Equity Linked Interest/Commodity Linked Interest/Fund Linked Interest/Interest Rate Linked Interest] (*delete non-applicable terms*) (*or specify other variable*)
- (ii) Provisions for determining Rate of Interest or Interest Amount where calculated by reference to Underlying Equity/Index/Commodity/Fund/other underlying: [The [Currency Linked Provisions/Index Linked Provisions/Equity Linked Provisions/Commodity Linked Provisions/Fund Linked Provisions/Interest Rate Linked Provisions] are applicable] [*Specify other provisions/formula*]
- (iii) Interest Determination Date(s)/Valuation Date(s) (where applicable)/Averaging Dates (where applicable): [•]
- (iv) Valuation Time: [•]
- (v) Interest Payment Date(s): [•]
- (vi) Provisions for determining Rate of Interest or Interest Amount where calculation by reference to Underlying Equity/Index/Commodity/Fund/other underlying is impossible or impracticable or otherwise disrupted: [The [Currency Linked Provisions/Index Linked Provisions/Equity Linked Provisions/Commodity Linked Provisions/Fund Linked Provisions/Interest Rate Linked Provisions] are applicable] [*Specify other provisions/formula*]
- (vii) Day Count Fraction: [•]
- (viii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Convention/Preceding Business Day Convention/other (*give details*)]
- (ix) Additional Business Centre(s): [•]
- (x) Minimum Rate of Interest: [•] per cent. per annum
- (xi) Maximum Rate of Interest: [•] per cent. per annum
- (xii) Rate of interest on overdue amounts: [*Specify, if different from the default under Condition 5(b)*]

	(xiii) Other terms or special conditions:	[Applicable ( <i>to specify details</i> )/Not Applicable]
19	Index Linked Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Index/Formula:	[Give or annex details]
	(ii) Exchange:	[Specify/As set out in the Conditions]
	(iii) Related Exchange:	[Specify/All Exchanges]
	(iv) Index Sponsor:	[Specify/As set out in the Conditions]
	(v) Initial Price:	[•]
	(vi) Strike Price:	[•]
	(vii) Reference Price:	[•]
	(viii) Exchange Rate:	[Specify/Not Applicable]
	(ix) Multiplier:	[The multiplier to be applied to each Index comprising a Basket of Indexes is [Specify]/Not Applicable]
	(x) Disrupted Day:	[Applicable/Not Applicable] <i>(Consider additional provisions, where applicable)</i>
	(xi) [Additional Business Centre(s)]:	[•]
	(xii) [Valuation Date(s)]:	[•]
	(xiii) [Valuation Time]:	[•]
	(xiv) Early Redemption Amount (Index Linked):	[•]
	- Adjustment for Unwind Costs:	[Applicable/Not applicable]
	(xv) Additional Disruption Events:	[Applicable][Not Applicable] <i>(if not applicable delete the rest of this paragraph below)</i>  The following Additional Disruption Events apply to the Notes: [Change of Law] [Hedging Disruption] [Increased Cost of Hedging]
	(xvi) Other terms or special conditions:	[•]
20	Equity Linked Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete remaining sub-paragraphs of this paragraph)</i>
	(i) Whether the Notes relate to a basket of Underlying Equities or a single Underlying Equity and the identity of the relevant issuer(s) of the Underlying Equity/Equities:	[Basket of Underlying Equities/Single Underlying Equity] <i>[Give or annex details of each Underlying Equity, each Equity Issuer and, where applicable, the Initial Price for each Underlying Equity]</i>

- (ii) [Valuation Date(s)/Averaging Dates]: [•]  
 [Adjustment provisions in the event of a Disrupted Day: [Omission/Postponement/Modified Postponement] (NB: only applicable where Averaging Dates are specified)]  
 Reference Price: [Condition 10(g) (Definitions applicable to Equity Linked Notes) applies/other] (NB: if fallback set out in the definition of "Valuation Date" in Condition 10(g) does not apply, set out method for determining the Reference Price in the event that each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date (or Scheduled Averaging Date, as the case may be) is a Disrupted Day)
- (iii) [Valuation Time]: [Condition 10(g) (Definitions applicable to Equity Linked Notes) applies/other]
- (iv) Exchange: [•]
- (v) Related Exchange(s): [[•]/All Exchanges]
- (vi) Potential Adjustment Events: [Applicable/Not Applicable]
- (vii) De-listing, Merger Event, Nationalisation and Insolvency: [Applicable/Not Applicable]
- (viii) Tender Offer: [Applicable/Not Applicable]
- (ix) Equity Substitution: [~~Delete paragraph if applicable~~]/[Not Applicable]
- (x) Correction of Underlying Equity Prices: Correction of Underlying Equity Prices [applies/does not apply and the Reference Price shall be calculated without regard to any subsequently published correction]. (If Correction of Underlying Equity Prices does not apply, delete the following sub-paragraph)
- (xi) [Correction Cut-Off Date: [[•] Business Days prior to [each Interest Payment Date/Maturity Date]]]
- (xii) Strike Price: [•]
- (xiii) Exchange Rate: [Applicable/Not Applicable] [Insert details]
- (Repeat as necessary where there are more Underlying Equities or insert a table)
- (xiv) [Additional Business Centre(s): [•]
- (xv) Whether redemption of the Notes will be by (a) Cash Settlement or (b) Physical Delivery or (c) Cash Settlement and/or Physical Delivery: [Cash Settlement/Physical Delivery/Cash Settlement and/or Physical Delivery] (If Cash Settlement and/or Physical Delivery specified, specify details for determining in what circumstances Cash Settlement or Physical Delivery will apply)

- (xvi) Relevant Assets: [Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery]
- (xvii) Asset Amount: [Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery]  
 (NB: If the Asset Amount is dependent upon a Knock-out Event and/or a Knock-in-Event, express the Asset Amount in relation to the occurrence or non-occurrence of a Knock-out Event and/or a Knock-in-Event)
- [Knock-out Event]: [•]  
 (NB: Specify Knock-out Event if applicable)
- [Knock-in Event]: [•]  
 (NB: Specify Knock-in Event if applicable)
- (xviii) Cut-Off Date: [Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery]
- (xix) Final Date: [•]
- (xx) Delivery provisions for Asset Amount (including details of who is to make such delivery) if different from Conditions: [Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery]
- Asset Amount Settlement Date: [•]
- (xxi) Adjustment for Unwind Costs: [Applicable] [Not Applicable] to Failure to Deliver Settlement Price
- (xxii) Selection Condition [Specify/Not Applicable]
- (xxiii) Early Redemption Amount (Equity Linked): [•]
- Adjustment for Unwind Costs: [Applicable/Not Applicable]
- (xxiv) Failure to Deliver due to Illiquidity: [Applicable/Not Applicable]  
 (NB: Only applicable to certain types of Equity Linked Notes)
- (xxv) Disruption Cash Settlement Price: [As per Condition 10(g) (Definitions applicable to Equity Linked Notes)/other]
- Adjustment for Unwind Costs: [Applicable][Not Applicable] to Disruption Cash Settlement Price
- (xxvi) Additional Disruption Events: [Applicable][Not Applicable] (if not applicable delete the rest of this paragraph below)

The following Additional Disruption Events apply to the Notes:

[Hedging Disruption]

[Increased Cost of Hedging]

[Increased Cost of Stock Borrow

[Initial Stock Loan Rate: [●]] (N.B. if not specified, the Initial Stock Loan Rate will be the rate that the Issuer and/or any of its Affiliates would have incurred to borrow the relevant Underlying Equity as of the Trade Date)]

[Loss of Stock Borrow

[Maximum Stock Loan Rate: [●]](N.B. if not specified, the Maximum Stock Loan Rate will be the lowest rate that the Issuer and/or any of its Affiliates would have incurred, after using commercially reasonable efforts, to borrow the relevant Underlying Equity as of the Trade Date)]

(xxvii) Other terms or special conditions: [●]

21 Commodity Linked Note Provisions [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Whether the Notes relate to a basket of Commodities or a single Commodity and identity(ies) of the relevant commodity(ies): [Basket of Commodities/Single Commodity]  
[Give or annex details]

(ii) [Valuation Date/Averaging Dates]: [●]

(iii) Strike Date: [●]

(iv) Commodity: [●]

(v) Information Source: [●]

(vi) Commodity Reference Price: [●]/[The Specified Price as published by the Price Source]/[Commodity Reference Dealers]

(vii) Correction of Commodity Reference Price: [Applicable/Not Applicable]

(viii) Price Materiality Percentage: [[●]/Not Applicable]

(ix) Exchange: [LME] [ICE] [●]

(x) Futures Contract: [●]

(xi) Delivery Date: [[●]/[●] Nearby Month]

(xii) Price Source: [●]

(xiii) Specified Price: [(A) the high price; (B) the low price; (C) the average of the high price and the low price; (D) the closing price; (E) the opening price; (F) the bid price; (G) the asked price; (H) the average of the bid price and the

- asked price; (I) the settlement price; (J) the official settlement price; (K) the official price; (L) the morning fixing; (M) the afternoon fixing; (N) the fixing; (O) the spot price; or (P) [*Other – please specify*]
- (xiv) Market Disruption Event: [Price Source Disruption]  
[Trading Disruption]  
[Disappearance of Commodity Reference Price]  
[Material Change in Formula]  
[Material Change in Content]  
[Tax Disruption]  
[Other – *Please specify*]
- (xv) Reference Dealers: [[●]/The Calculation Agent]  
*(Repeat as necessary where there are more Commodities or insert a table)*
- (xvi) [Additional Business Centre(s)]: [●]
- (xvii) Early Redemption Amount (Commodity Linked): [●]  
- Adjustment for Unwind Costs: [Applicable/Not Applicable]
- (xviii) Other terms or special conditions: [●]
- 22 Fund Linked Note Provisions [Applicable/Not Applicable] *(If not applicable, delete the sub-paragraph of this paragraph below)*
- (i) Original Fund: [●]
- (ii) Fund Interests: [●]
- (iii) Fund Interest Unit: [●]
- (iv) [Valuation Date]: [●]
- (v) [Valuation Time]: [●]
- (vi) [Additional Business Centre(s)]: [●]
- (vii) Early Redemption Amount (Fund Linked): [●]  
- Adjustment for Unwind Costs: [Applicable/Not Applicable]
- (viii) Additional Fund Disruption Event: The following Additional Fund Disruption Event are applicable:  
[Change in Law]  
[Fund Hedging Disruption]  
[Increased Cost of Hedging]
- (ix) Fund Disruption Event: The following Fund Disruption Event are applicable:  
[Fund Valuation Disruption]  
[Fund Settlement Disruption]
- (x) Fund Extraordinary Event: The following Fund Extraordinary Events are applicable:  
[Nationalisation]  
[Insolvency]



	[Fund Insolvency Event]
	[Fund Merger Event]
	[Fund Termination]
	[Fund Modification]
	[NAV Trigger Event]
	[Failure to Calculate NAV]
	[Audited NAV]
	[Asset Under Management]
	[Performance and Risk Management]
	[Mandatory Redemption]
	[Material Change in Strategy]
	[Strategy Breach]
	[Notification from Manager]
	[Suspension from Trading]
	[Increase in Fees]
	[Change in Fund Service Providers]
	[Operational Failure]
	[Reporting Disruption]
	[Fund Administrator Disruption]
	[Related Agreement Termination]
	[Regulatory Action]
	[Regulatory Constraints]
- NAV Trigger Event:	[The relevant percentage for the purposes of the definition of “NAV Trigger Event” set out in Condition 12(b)(iii)(G) ( <i>NAV Trigger Event</i> ) shall be [●] per cent.] ( <i>N.B. if not specified the percentage will be 30 per cent.</i> )
- AUM Threshold:	[●]
[AUM Threshold Percentage]	[The relevant percentage for the purposes of the definition of “AUM Threshold Percentage” set out in Condition 12(b)(iii)(J) ( <i>Asset Under Management</i> ) shall be [●] per cent.]] ( <i>N.B. if not specified the percentage will be 50 per cent.</i> )
- Volatility Threshold:	[The relevant percentage for the purposes of limb (y) of the definition of “Volatility Threshold” set out in Condition 12(b)(iii)(K) ( <i>Performance and Risk Management</i> ) shall be [●] per cent.]] ( <i>N.B. if not specified the percentage will be 10 per cent.</i> )
- Change in Manager Hedging:	[Applicable][Not Applicable]
(xi) Hedging Entity:	[As per the definition of “Hedging Entity” set out in Condition 12(d) ( <i>Definitions applicable to Fund Linked Notes</i> )/[●]]
(xii) Management Company:	[As per the definition of “Management Company” set out in Condition 12(d) ( <i>Definitions applicable to Fund Linked Notes</i> )/[●]]

- (xiii) Other terms or special conditions: [•]
- 23 Interest Rate Linked Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the sub-paragraph of this paragraph below)*
- (i) Terms and Conditions of the Notes relating to the Interest Rate Linked Notes: [•]
- 24 Currency Linked Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: [Give details]
- (ii) Person at whose option Specified Currency(ies) is/are payable: [•]
- 25 Physical Delivery Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Underlying Physical Assets and/or Formula to be used to determine principal and/or interest or the Physical Delivery Amount: [•]
- (ii) Settlement by way of cash and/or physical delivery: [•]
- (iii) Issuer/[Noteholder] option to vary method of settlement and, if yes, method of election, and procedure, for variation of settlement: [Yes/No]
- (iv) If settlement is by way of physical delivery:
- method of delivery of Physical Delivery Amount and consequences of a Settlement Disruption Event: [•]
  - details of how and when Transfer Notice is to be delivered: [•]
  - details of how entitlement to Physical Delivery Amount will be evidenced: [•]
- (v) Provisions where calculation by reference to the Underlying [•]

- Physical Assets and/or Formula is impossible or impracticable:
- (vi) Details of any other relevant terms, any stock exchange requirements/tax considerations (including details of person responsible for transfer expenses): [•]
  - (vii) Method of calculating Early Redemption Amount (including without limitation, for reasons such as redemption for tax reasons or an Event of Default): [Specify other/additional provisions if this is not at the fair market value]
  - (viii) Valuation Date(s): [•]
  - (ix) Details of Stock Exchange(s) and Related Exchange(s) [•]
  - (x) Such other additional terms or provisions as may be required (including, without limitation, definitions of Settlement Disruption Event(s), Potential Adjustment Events and Market Disruption Events): [•]
- 26 Credit Linked Note Provisions: [Applicable][Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Type of Notes: [Single Name Credit Linked Notes][Linear Basket Notes]  
Fixed Recovery Credit Linked Notes or Principal Protected Notes: [Fixed Recovery Credit Linked Notes][Principal Protected Notes][Not Applicable]
  - (ii) Scheduled Maturity Date [•]
  - (iii) Credit Payment on Maturity [Applicable][Not Applicable]
  - (iv) Credit Event Redemption Method [Auction Redemption][Cash Redemption][Physical Redemption][Cash or Physical Redemption][Cash or Physical Redemption or Auction Redemption][Principal Protected Redemption][Fixed Recovery Redemption]  
Fallback Redemption Method: [Cash Redemption][Physical Redemption][Not Applicable]  
(Only applicable where 'Auction Redemption' is the Credit Event Redemption Method)
  - (v) [Principal Protected Amount] [[•] per cent.][Final Redemption Amount] (Delete this row if not applicable)
  - (vi) [Fixed Recovery Percentage:] [[•] per cent.] (Delete this row if not applicable)

- (vii) [Fixed Recovery Adjustment for Unwind Costs:] [Applicable][Not Applicable] (*Delete this row if Fixed Recovery is not applicable*)
- (viii) Partial Accrual of Interest upon Credit Event: [Applicable][Not Applicable]
- (ix) No Accrual of Interest upon Credit Event: [Applicable][Not Applicable]
- (x) [Reference Entities comprising the Reference Portfolio: *(Insert Weighting and Reference Entity Notional Amount for Linear Basket Notes)*] [[•]/Not Applicable] (*N.B. These may be set out in the form of a table. All relevant items below should be completed in respect of each Reference Entity (repeating items where necessary) which may also be done by including the Reference Entities and such items in a table*)
- [Reference Entity: [•]]
- [Seniority Level: [Senior Level][Subordinated Level]] (*Insert for Single Name*)
- (Insert below table for Linear Basket Notes)*

Reference Entity:	Weighting:	Reference Entity Notional Amount:	Seniority Level:
[•]	[•]	[•]	[Senior Level] [Subordinated Level]
[•]	[•]	[•]	[Senior Level] [Subordinated Level]

*(Repeat rows as necessary)*

- (xi) Standard Reference Obligation[s]: [Applicable][Not Applicable] (*Where Applicable, specify Reference Obligation(s) below if the fallback to a Non-Standard Reference Obligation under paragraph (c) of the definition of "Reference Obligation" is to apply. For Linear Basket Notes insert the Non-Standard Reference Obligation for each Reference Entity*)
- (xii) Reference Obligation[s]: [[•]/Not Applicable]/[Standard Reference Obligation [not] applicable][Seniority Level: Senior Level / Subordinated Level]
- (a) Primary Obligor: [*Specify*]
- (b) Guarantor: [*Specify*]
- (c) Maturity: [*Specify*]
- (d) Coupon: [*Specify*]
- (e) ISIN/CUSIP: [*Specify*]
- (For Linear Basket Notes insert the Reference Obligation for each Reference Entity)*
- (xiii) Credit Event[(s)]: [Bankruptcy]

[Failure to Pay  
Payment Requirement:  or its equivalent in the relevant Obligation Currency as of the occurrence of the relevant failure to pay] [OR] [As per the Conditions]  
Grace Period Extension:  [Not Applicable]  
[Grace Period: *Specify*] [As per the Conditions]  
[Governmental Intervention]  
[Obligation Acceleration]  
[Obligation Default]  
[Repudiation/Moratorium]  
[Restructuring]  
Mod R:  [Not Applicable]  
Mod Mod R:  [Not Applicable]  
Multiple Holder Obligation:  [Not Applicable]  
*(Select all that apply)*

Default Requirement: *Specify* [As per the Conditions]  
All Guarantees:  [Not Applicable]  
Notice of Publicly Available Information:  [Not Applicable] *(Note that it is not necessary to specify "Applicable" as the default position under the Conditions is for a Notice of Publicly Available Information to apply)*  
Public Source(s):  [As per the Conditions]  
Specified Number:  [As per the Conditions]

(xiv) Obligations:  
Obligation Category:  [Payment]  
 [Borrowed Money]  
 [Reference Obligation Only]  
 [Bond]  
 [Loan]  
 [Bond or Loan] *(Select one only)*

Obligation Characteristics:  [Not Subordinated]  
 [Specified Currency: *Specify currency*] /  [Standard Specified Currencies] *unless the fallback in the definition of "Specified Currency" applies)*  
 [Not Sovereign Lender]  
 [Not Domestic Currency: Domestic Currency means: *Specify currency*]  
 [Not Domestic Law]  
 [Listed]  
 [Not Domestic Issuance]  
 [None]  
*(Select all that apply)*

Further Obligation(s):  [Not Applicable]  
Excluded Obligation:  [Not Applicable]

All Guarantees:	[Applicable][Not Applicable]
Deliverable Obligations:	
Deliverable Obligation Category:	[Payment][Borrowed Money][Reference Obligations Only][Bond][Loan][Bond or Loan] ( <i>Select one only</i> )
Deliverable Obligation Characteristics:	[Not Subordinated] [Specified Currency:[ <i>Specify currency</i> ]/ [Standard Specified Currencies] <i>unless the fallback in the definition of "Specified Currency" applies</i> ) [Not Sovereign Lender] [Not Domestic Currency] [Domestic Currency: Domestic Currency means: [ <i>Specify currency</i> ]] ( <i>Specify unless the fallback in the definition of "Domestic Currency" in the Conditions applies</i> ) [Not Domestic Law] [Listed] [Not Domestic Issuance] [Assignable Loan] [Consent Required Loan] [Direct Loan Participation] [Transferable] [Maximum Maturity [of [•] years ( <i>Specify if default is not to apply</i> )]] [Accelerated or Matured] [Not Bearer] ( <i>Select all that apply</i> ) [Together with [ <i>Specify other obligation applicable for each Reference Entity other than those determined by reference to Obligation Category and Obligation Characteristics</i> ]]
Excluded Deliverable Obligation:	[ <i>Specify</i> ][Not Applicable]
[Further Deliverable Obligation(s):	[•]
Adjustment for Unwind Costs:	[Not Applicable to Substitution Event Redemption Amount] ( <i>Delete entirely if Adjustment for Unwind Costs applies</i> )
All Guarantees:	[Applicable][Not Applicable]
(xv) Financial Reference Entity Terms:	[Applicable][Not Applicable]
(xvi) Subordinated European Insurance Terms:	[Applicable][Not Applicable]
(xvii) Sovereign Reference Entity No Asset Package Delivery:	[Applicable][Not Applicable]

(xviii)	CoCo Provisions:	Supplementary	[Applicable][Not Applicable]
	[Trigger Percentage:		[●]]
(xix)	Non-Standard Determination Date:	Event	[Applicable][Not Applicable]
(xx)	Event Determination Date Version B:		[Applicable][Not Applicable] [ <i>Specify Event Determination Date Version B as applicable where the hedging CDS has only one Notifying Party (i.e. "Buyer" or "Seller" is specified as the Notifying Party). Otherwise specify "Not Applicable" and the Event Determination Date provisions which are equivalent to having two Notifying Parties under a CDS will apply</i> ]
(xxi)	Auction Redemption Terms:		[Applicable][Not Applicable]
	[Auction Redemption Amount:		[Specify if an alternative to that set out in the Conditions is to apply][As per the Conditions]] ( <i>Only include if 'Auction Redemption' is applicable</i> )
	Adjustment for Unwind Costs:		[Not Applicable] to [Auction Redemption Amount] [Final Auction Redemption Amount] <i>(Delete entirely if Adjustment for Unwind Costs applies to both Auction Redemption Amount and Final Auction Redemption Amount)</i>
(xxii)	Cash Redemption Terms:		[Applicable][Not Applicable]
	[Cash Redemption Amount:		[Specify if an alternative to that set out in the Conditions is to apply][As per the Conditions]] ( <i>Only include if 'Cash Redemption' is applicable, including where 'Cash Redemption' is the Fallback Redemption Method</i> )
	[Final Cash Redemption Amount:		[Specify] [As per the Conditions]] ( <i>Only insert for Notes to which 'Cash Redemption' and 'Credit Payment on Maturity' applies</i> )
	Adjustment for Unwind Costs:		[Not Applicable] to [Cash Redemption Amount] [Final Cash Redemption Amount] <i>(Delete entirely if Adjustment for Unwind Costs applies to both Cash Redemption Amount and Final Cash Redemption Amount)</i>
	[Cash Redemption Date:		[●] Business Days following the relevant date specified in the Conditions [As per the Conditions]] ( <i>Delete this row if Cash Redemption is not the Credit Event Redemption Method or the Fallback Redemption Method</i> )
	Valuation Date[(s):		[Single Valuation Date Number of Business Days: [Specify][As per the Conditions]] [Multiple Valuation Dates:

	[●] Business Days and each [●] Business Days thereafter. [Number of Valuation Dates: [●]]
Valuation Time:	[Specify][As per the Conditions]
Valuation Method:	[Highest][Market][Average Highest][Average Market][Lowest]
Indicative Quotation:	[Applicable][Not Applicable]
Quotation Method:	[Bid][Offer][Mid-market]
Quotation Dealers:	[Specify][As per the Conditions]
Quotation Amount:	[Specify][As per the Conditions]
Minimum Quotation Amount:	[Specify][As per the Conditions]
Accrued Interest:	[Include Accrued Interest][Exclude Accrued Interest][As per Condition 8(g)(ii)(B)(3)]
(xxiii) Physical Redemption Terms:	[Applicable][Not Applicable]
Physical Settlement Period:	[[●] Business Days][As per the Conditions] [Not Applicable]
Settlement Currency:	[●]/[As per the Conditions]
[Physical Redemption Assets:	[Include Accrued Interest/Exclude Accrued Interest]
[Delivery provisions for Physical Redemption Assets (including details of the party making such delivery) if different from the Conditions:	[●]
[Fallback Cash Redemption:	[Applicable][Not Applicable]] ( <i>for the purposes of Conditions 8(f)(ii) (Physical Redemption Assets) and Condition 8(i)(ii) (Continuing Redemption Failure Event)</i> )
Adjustment for Unwind Costs	[Not Applicable] to [Physical Redemption Asset] [Partial Cash Redemption Amount] ( <i>Delete entirely if Adjustment for Unwind Costs applies to both Physical Redemption Asset and Partial Cash Redemption Amount</i> )
(xxiv) Physical Settlement Matrix Standard Terms:	[Applicable][Not Applicable]
[Physical Settlement Matrix:	[Specify][As per the Conditions] Transaction Type: [Specify]
[Version of Physical Settlement Matrix:	The "Credit Derivatives Physical Settlement Matrix" as published by ISDA on [●], a copy of which is appended to this Pricing Supplement. ( <i>If Applicable, append the version of the Physical Settlement Matrix which is being used to this Pricing Supplement</i> )



- (xxv) Partial Cash Redemption Terms/Fallback Cash Redemption Terms:  
Valuation Time: [Specify][As per the Conditions]
- (xxvi) Redemption Following Merger: [Applicable][Not Applicable]
- (xxvii) Fixed Number of Reference Entities: [Applicable][Not Applicable]
- (xxviii) Provisions relating to Monoline Insurer as Reference Entity: [Applicable][Not Applicable]  
(Condition 8(t) (*Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)"*))
- (xxix) Provisions relating to LPN Reference Entities: [Applicable][Not Applicable]  
(Condition 8(t) (*Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)*))  
Additional Obligation: [None / give details]
- 27 Call Option [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Optional Redemption Date(s) (Call): [•]
- (ii) Optional Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s): [•]
- (iii) If redeemable in part:
- Minimum Redemption Amount: [•]
  - Maximum Redemption Amount: [•]
- (iv) Notice period (if other than as set out in the Conditions): [•]
- 28 Put Option [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Optional Redemption Date(s) (Put): [•]

- (ii) Optional Redemption Amount(s) [•]  
(Put) and method, if any, of calculation of such amount(s):
- (iii) Notice period (if other than as set out in the Conditions): [•]
- (iv) If redeemable in part:
  - Minimum Redemption Amount: [•]
  - Maximum Redemption Amount: [•]
- (v) Other terms of redemption: [•]
- 29 Benchmark Event – Early Redemption: [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraph of this paragraph)*
- 30 Final Redemption Amount [Par/other/see Appendix]  
*(NB: If the Final Redemption Amount is dependent upon a Knock-out Event and/or a Knock-in-Event, express the Final Redemption Amount in relation to the occurrence or non-occurrence of a Knock-out Event and/or a Knock-in-Event)*
  - (i) [Knock-out Event]: [•]  
*(NB: Specify Knock-out Event if applicable)*
  - (ii) [Knock-in Event]: [•]  
*(NB: Specify Knock-in Event if applicable)*
- 31 Early Redemption Amount: [As per the definition of “Early Redemption Amount” set out in Condition 2 (*Interpretation*)] /*[specify the Early Redemption Amount if different from the fair market value of the Notes.]*
  - Adjustment for Unwind Costs: [Applicable/Not Applicable]
- 32 Early Redemption Amount (CNY Currency Event): [•] [Not Applicable]
  - Adjustment for Unwind Costs: [Applicable/Not Applicable]
- 33 Trigger Event: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
  - (i) Trigger Event: [•]
  - (ii) Trigger Amount: [•]
  - (iii) Trigger Event Redemption Date: [•]
- 34 Form of Notes: [Bearer/Registered]
- 35 Bearer Notes
  - (i) Initially represented by a [Specify]  
Temporary Global Note or Permanent Global Note:

- (ii) Temporary Global Note exchangeable for Definitive Notes and/or [(if the relevant Series comprises both Bearer and Registered Notes)] Registered Notes: [Yes/No. *If TEFRA C Rules are specified as applying "yes". If "no" or nothing is specified, Temporary Global Note will be exchangeable for Permanent Global Note*]
- Specify date from which exchanges for Definitive Notes will be made: [If nothing is specified, exchanges will be made at any time./Exchange for a Permanent Global Note or Definitive Notes will be made on or after the Exchange Date]
- (iii) Permanent Global Note exchangeable at the option of the bearer for Definitive Notes and/or [(if the relevant Series comprises both Bearer Notes and Registered Notes)] Registered Notes: [Yes/No]
- (iv) Coupons to be attached to Definitive Notes: [Yes/No]
- (v) Definitive Notes to be security printed: [Yes/No]
- (vi) Bearer Notes exchangeable for Registered Notes: [Yes/No]
- 36 Registered Notes:
- (i) Registered Notes:  
 - Registrar: [Name and Specified Office]  
 - Transfer Agent(s) (if any): [Name and Specified Office]
- (ii) Initially represented by: [Global Note Certificate/ Definitive Note]
- 37 Additional Financial Centre(s), Relevant Financial Centre Day(s) or other special provisions relating to Payments: [Not Applicable/give details. *Note that this item relates to the place of payment*]
- 38 Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
- 39 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 (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/give details]

- |    |   |  |
|----|---|--|
| 40 | Details relating to Instalment Notes/Instalment Amounts/Instalment Dates: | [Not Applicable/ <i>give details</i> ]   |
| 41 | Redenomination, renominatisation and reconventioning provisions:          | [Not Applicable/The provisions [in Condition 25 ( <i>Redenomination, Renominatisation and Reconventioning</i> )] [annexed to this Pricing Supplement] apply] |
| 42 | Consolidation provision:  | [Not Applicable/The provisions [in Condition 22 ( <i>Further Issues</i> )] [annexed to this Pricing Supplement] apply]                                       |
| 43 | Other terms or special conditions:  | [Not Applicable/ <i>give details</i> ]   |
| 44 | (i) If syndicated, names of Managers:                                     | [Not Applicable/ <i>give names</i> ]   |
|    | (ii) Stabilisation Manager (if any):                                      | [Not Applicable/ <i>give name</i> ]  |
| 45 | If non-syndicated, name of Dealer:  | [Not Applicable/ <i>give name</i> ]  |
| 46 | TEFRA:  | [Not Applicable/The [C/D] Rules are applicable]  |
| 47 | Additional selling restrictions:  | [Not Applicable/ <i>give details</i> ]   |
| 48 | Calculation Agent:  | [•]  |
| 49 | ISIN Code:  | [•]  |
| 50 | Common Code:  | [•]  |
| 51 | Clearing system(s) and the relevant identification number(s):             | [Euroclear/Clearstream, Luxembourg/CDP/Not Applicable/ <i>give name(s) and number(s)</i> ]   |
| 52 | Delivery:   | Delivery [against/free of] payment   |
| 53 | Additional Paying Agent(s) (if any):                                      | [•]  |

Signed on behalf of the Issuer:

By: .....  
Duly authorised signatory

## SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

### Accountholders

Each Global Note will be in bearer form and each Registered Global Note will be in registered form and will be evidenced by a Global Note Certificate. In relation to any Tranche of Notes which is cleared through a clearing system and represented by a Global Note and/or Registered Global Note, references in the Conditions to “Noteholder” are references to the holder of the relevant Global Note and/or the relevant Registered Global Note which, for so long as the Global Note and/or the Registered Global Note is held by a depositary or a common depositary for, or registered in the name of a common nominee or any other nominee of, Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system, will be that depositary or common depositary or common nominee or nominee, as the case may be. In relation to any Tranche of Notes which is not cleared through any clearing system and represented by a Registered Global Note and so long as such Registered Global Note is registered in the name of United Overseas Bank Limited or its nominee, acting in its capacity as Registrar and Transfer Agent, references in the Conditions to “Noteholder” are references to each person (other than United Overseas Bank Limited) who is for the time being shown in the records of United Overseas Bank Limited as the holder of a particular principal amount of such Notes (each, a “**Relevant Accountholder**” and in which regard any statement of accounts, certificate or other document issued by United Overseas Bank Limited, acting in its capacity as Registrar and Transfer Agent, as to the principal amount of Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be and shall be treated by the Bank and its agents as the holder of such principal amount of Notes for all purposes.

### Exchange of Temporary Global Notes

Whenever any interest on a Temporary Global Note is to be exchanged for an interest in a Permanent Global Note and/or (if so specified in the relevant Pricing Supplement) a Registered Note, the Bank shall procure:

- (a) in the case of first exchange, the prompt delivery (free of charge to the bearer) of such Permanent Global Note and/or Registered Note, duly authenticated, to the bearer of the Temporary Global Note; or
- (b) in the case of any subsequent exchange, an increase in the principal amount of such Permanent Global Note and/or Registered Note in accordance with its terms,

in each case in an aggregate principal amount equal to the aggregate of the principal amounts specified in the certificates issued by Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system and received by the Issue and Paying Agent and/or Registrar against presentation and (in the case of final exchange) surrender of the Temporary Global Note at the Specified Office of the Issue and Paying Agent within seven days of the bearer requesting such exchange.

Whenever a Temporary Global Note is to be exchanged for a Definitive Note and/or (if so specified in the relevant Pricing Supplement) a Registered Note, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes and/or Registered Notes, duly authenticated (in the case of Definitive Notes) and with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Temporary Global Note to the bearer of the Temporary Global Note against the surrender of the Temporary Global Note at the Specified Office of the Issue and Paying Agent within 30 days of the bearer requesting such exchange.

If:

- (a) a Permanent Global Note and/or Registered Note has not been delivered or the principal amount thereof increased by 5.00 p.m. (Singapore time) on the seventh day after the bearer of a Temporary

Global Note has requested exchange of an interest in the Temporary Global Note for an interest in a Permanent Global Note and/or Registered Note; or

- (b) Definitive Notes and/or a Registered Note have not been delivered by 5.00 p.m. (Singapore time) on the thirtieth day after the bearer of a Temporary Global Note has requested exchange of the Temporary Global Note for Definitive Notes and/or a Registered Note; or
- (c) a Temporary Global Note (or any part thereof) has become due and payable in accordance with the Conditions or the dates for final redemption of a Temporary Global Note has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Temporary Global Note in accordance with the terms of the Temporary Global Note on the due date for payment,

then the temporary Global Note (including the obligation to deliver a Permanent Global Note and/or any Registered Note or increase the principal amount thereof or deliver Definitive Notes and/or any Registered Note, as the case may be) will become void at 5.00 p.m. (Singapore time) on such seventh day (in the case of (a) above) or at 5.00 p.m. (Singapore time) on such thirtieth day (in the case of (b) above) or at 5.00 p.m. (Singapore time) on such due date (in the case of (c) above) and the bearer of the Temporary Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Temporary Global Note or others may have under the Deed of Covenant). Under the Deed of Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system as being entitled to an interest in a Temporary Global Note will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the Temporary Global Note became void, they had been the holders of Definitive Notes and/or Registered Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system.

#### **Exchange of Permanent Global Notes**

Whenever a Permanent Global Note is to be exchanged for Definitive Notes and/or (if so specified in the relevant Pricing Supplement) a Registered Note, the Bank shall procure the prompt delivery (free of charge to the bearer) of such Definitive Notes, duly authenticated and (in the case of Definitive Notes) with Coupons and Talons attached (if so specified in the relevant Pricing Supplement), in an aggregate principal amount equal to the principal amount of the Permanent Global Note to the bearer of the Permanent Global Note against the surrender of Permanent Global Note at the Specified Office of the Issue and Paying Agent within 30 days of the bearer requesting such exchange.

If:

- (a) Definitive Notes and/or a Registered Note have not been delivered by 5.00 p.m. (Singapore time) on the thirtieth day after the bearer of a Permanent Global Note for Definitive Notes and/or a Registered Note; or
- (b) a Permanent Global Note (or any part of it) has become due and payable in accordance with the Conditions or the date for the final redemption of the Notes has occurred and, in either case, payment in full of the amount of principal falling due with all accrued interest thereon has not been made to the bearer of the Permanent Global Note in accordance with the terms of the Permanent Global Note on the due date for payment,

then the Permanent Global Note (including the obligation to deliver Definitive Notes and/or any Registered Note) will become void at 5.00 p.m. (Singapore time) on such thirtieth day (in the case of (a) above) or at 5.00 p.m. (Singapore time) on such due date (in the case of (b) above) and the bearer of the Permanent Global Note will have no further rights thereunder (but without prejudice to the rights which the bearer of the Permanent Global Note or others may have under the Deed of Covenant). Under the Deed of

Covenant, persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system as being entitled to an interest in a Permanent Global Note will acquire directly against the Bank all those rights to which they would have been entitled if, immediately before the Permanent Global Note became void, they had been the holders of Definitive Notes and/or Registered Notes in an aggregate principal amount equal to the principal amount of Notes they were shown as holding in the records of Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system.

### **Conditions applicable to Global Notes and Registered Global Notes**

Each Global Note and Registered Global Note will contain provisions which modify the Conditions as they apply to the Global Note or the Registered Global Note, as the case may be. The following is a summary of certain of those provisions:

*Payments:* All payments in respect of the Global Note or the Registered Global Note (other than a Registered Global Note registered in the name of United Overseas Bank Limited or its nominee, its capacity as Registrar and Transfer Agent) will be made against presentation and (in case of payment of principal in full with all interest accrued thereon) surrender of the Global Note or, as the case may be, the Registered Global Note at the Specified Office of any Paying Agent (in the case of a Global Note) or at the Specified Office of the Registrar (in the case of a Registered Global Note) and will be effective to satisfy and discharge the corresponding liabilities of the Bank in respect of the Notes. On each occasion on which a payment of principal or interest is made in respect of the Global Note or, as the case may be, the Registered Global Note, the Bank shall procure that the same is noted in a schedule thereto.

When the Notes are represented by a Registered Global Note which is registered in the name of United Overseas Bank Limited or its nominee, in its capacity as Registrar and Transfer Agent, all payments in respect of the Registered Global Note will be made to each Relevant Accountholder as at the Record Date (as defined in the Conditions) by way of crediting such Relevant Accountholder's account with United Overseas Bank Limited or otherwise in such manner provided in the Conditions and will be effective to satisfy and discharge the corresponding liabilities of the Bank in respect of the Notes.

*Exercise of put option:* In order to exercise the option contained in Condition 14(e) (*Redemption at the option of Noteholders*) the bearer of the Permanent Global Note, the registered holder of the Registered Global Note or a relevant Relevant Accountholder must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to the Issue and Paying Agent (in the case of a Permanent Global Note) or to the Registrar (in the case of a Registered Global Note) specifying the principal amount of Notes in respect of which such option is being exercised. Any such notice will be irrevocable and may not be withdrawn.

*Partial exercise of call option:* In connection with an exercise of the option contained in Condition 14(c) (*Redemption at the option of the Bank*) in relation to some only of the Notes, the Permanent Global Note or the Registered Global Note may be redeemed in part in the principal amount specified by the Bank in accordance with the Conditions and the Notes to be redeemed will not be selected as provided in the Conditions.

*Notices:* Notwithstanding Condition 23 (*Notices*), while all the Notes are represented by a Permanent Global Note (or the Permanent Global Note and/or a Temporary Global Note) or a Registered Global Note (other than a Registered Global Note registered in the name of United Overseas Bank Limited or its nominee, in its capacity as Registrar and Transfer Agent) and the Permanent Global Note or the Registered Global Note is (or the Permanent Global Note and/or a Temporary Global Note are) deposited with a depositary or common depositary for, or registered in the name of a common nominee or any other nominee of, Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system, notices to Noteholders may be given by delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system and, in any case, such

notices shall be deemed to have been given to the Noteholders in accordance with Condition 23 (*Notices*) on the date of delivery to Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other relevant clearing system.

While all the Notes are represented by a Registered Global Note which is registered in the name of United Overseas Bank Limited or its nominee, in its capacity as Registrar and Transfer Agent, notwithstanding Condition 23 (*Notices*), notices to Noteholders may be mailed to them at their respective addresses in the records of United Overseas Bank Limited and will be deemed to be given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing.

*Redenomination:* If the Notes are redenominated pursuant to Condition 25 (*Redenomination, Renominalisation and Reconventioning*), then following redenomination:

- (a) if Definitive Notes are required to be issued, they shall be issued at the expense of the Bank in the denominations of euro 0.01, euro 1,000, euro 10,000, euro 100,000 and such other denomination as the Issue and Paying Agent shall determine and notify to the Noteholders; and
- (b) the amount of interest due in respect of Notes represented by a Permanent Global Note and/or a Temporary Global Note will be calculated by reference to the aggregate principal amount of such Notes and the amount of such payment shall be rounded down to the nearest euro 0.01.

#### **Electronic Consent and Written Resolution**

While any Global Note or Registered Global Note is held on behalf of, or is registered in the name of any nominee for, a clearing system, then:

- (a) approval of a resolution proposed by the Bank given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) to the Paying Agent or another specified agent in accordance with their operating rules and procedures by or on behalf of the holders of not less than 66 per cent. in nominal amount of the Notes outstanding (an Electronic Consent as defined in the Agency Agreement) shall, for all purposes (including Reserved Matters as defined in the Agency Agreement), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and holders of Coupons, Talons and Receipts whether or not they participated in such Electronic Consent. Any resolution passed in such manner shall be binding on all Noteholders and holders of Coupons, Talons and Receipts, even if the relevant consent or instruction proves to be defective; and
- (b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Agency Agreement) has been validly passed, the Bank shall be entitled to rely on consent or instructions given in writing directly to the Bank (1) by accountholders in the clearing system with entitlements to such Global Note or Registered Global Note or, (2) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Bank shall be entitled to rely on any certificate or other document issued by, in the case of (1) above, the Relevant Clearing System and in the case of (2) above, the Relevant Clearing System and the accountholder identified by the Relevant Clearing System for the purposes of (2) above. Any resolution passed in such manner shall be binding on all Noteholders and holders of Coupons, Talons and Receipts, even if the relevant consent or instruction proves to be defective. As used in this paragraph, "commercially reasonable evidence" includes any certificate or other document issued by Euroclear, Clearstream, Luxembourg or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Notes. Any such certificate or other document shall be conclusive and binding for



all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the Relevant Clearing System (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. The Bank shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

## DESCRIPTION OF THE BUSINESSES OF THE GROUP

### Overview

UOB is a leading bank in Asia which provides its customers with a wide range of financial products and services through its extensive network of more than 500 branches and offices in 19 countries and territories worldwide. With its head office located in Singapore, UOB's three core business segments are Group Retail, Group Wholesale Banking and Group Global Markets. The main business functions of UOB include Personal Financial Services, Private Banking, Privilege Banking, Wealth Banking, Business Banking, Commercial Banking, Sector Solutions, Corporate Banking, Multinational Corporates, Financial Institutions, Transaction Banking, Structured Trade and Commodity Finance, Investment Banking and Group Global Markets. UOB is one of the highest rated banks globally, with ratings of "AA-" by Fitch, "Aa1" by Moody's and "AA-" by Standard & Poor's. UOB's credit ratings have a stable outlook from Fitch, Moody's and Standard & Poor's.

UOB was incorporated as a limited liability company (registration number 193500026Z) in the Republic of Singapore on 6 August 1935 as United Chinese Bank. It was renamed the United Overseas Bank in 1965. UOB has been listed on the SGX-ST since 1970 and had a market capitalisation of S\$46,494 million as at 31 December 2020. The registered office of UOB is 80 Raffles Place, UOB Plaza, Singapore 048624.

For the year ended 31 December 2020, the Group derived 53 per cent. of its operating income from its Singapore operations. As at 31 December 2020, the Group had S\$431,814 million in total assets, consisting primarily of S\$277,201 million in net customer loans, S\$40,284 million in placements and balances with banks, S\$51,425 million in investment, government and trading securities and S\$36,798 million in cash, balances and placements with central banks. As at 31 December 2020, the Group had S\$324,598 million in non-bank customer deposits and balances, S\$15,977 million in deposits and balances of banks and S\$40,901 million in shareholders' equity.

### Capitalisation and Indebtedness of the Group

The table below sets forth the Group's capitalisation, including subordinated debts issued and total equity, based on the audited consolidated financial statements of the Group as at 31 December 2020 and should be read in conjunction with such audited consolidated financial information. The financial effects of transactions subsequent to 31 December 2020 are not taken into account.

<b>Liabilities</b>	<b>As at 31 December 2020</b>
	<i>(in S\$ million)</i>
Customer deposits <sup>(1)</sup> .....	324,598
Inter-bank liabilities <sup>(2)</sup> .....	15,977
Bills and drafts payable.....	792
Subordinated debts issued .....	5,363
Other debts issued.....	24,245
Other liabilities <sup>(3)</sup> .....	19,708
<b>Total liabilities</b> .....	<b>390,683</b>
<b>Equity</b>	

	<b>As at 31 December 2020</b>
	<i>(in S\$ million)</i>
<b>Liabilities</b>	
Ordinary share capital.....	5,044
Capital securities <sup>(4)</sup> .....	2,376
Retained earnings <sup>(5)</sup> .....	24,109
Other reserves <sup>(6)</sup> .....	9,372
Shareholders' equity	40,901
Non-controlling interests.....	230
<b>Total equity</b> .....	<b>41,131</b>
<b>Total capitalisation<sup>(7)</sup></b> .....	<b>46,494</b>

Notes:

- (1) Fixed deposits, current accounts, savings accounts and other deposits of non-bank customers.
- (2) Deposits and balances of banks.
- (3) Derivative financial liabilities, tax payable, deferred tax liabilities and other liabilities.
- (4) Represents the non-cumulative non-convertible perpetual capital securities issued by UOB.
- (5) The retained earnings are distributable reserves except for the Group's share of revenue reserves of associates and joint ventures which is distributable only upon realisation by way of dividend from or disposal of investment in the associates and joint ventures.
- (6) Represents mainly merger reserve comprising premium on shares issued in connection with the acquisition of Overseas Union Bank Limited, statutory reserve maintained in accordance with the provisions of applicable laws and regulations, fair value reserve on fair value through other comprehensive income, foreign currency translation reserve and general reserve.
- (7) Subordinated debts issued plus total equity.

### Capital Adequacy Ratios

The Group's capital management objective is to maintain an optimal level of capital to support its business growth strategies and investment opportunities, while meeting regulatory requirements and maintaining a strong credit rating.

The Group is subject to the Basel III capital adequacy standards, as prescribed in the MAS Notice 637. The Group's Common Equity Tier 1 ("CET1") capital comprises mainly paid-up ordinary share capital and disclosed reserves. Additional Tier 1 capital includes eligible non-cumulative non-convertible perpetual securities, while Tier 2 capital comprises unsecured subordinated notes and accounting provisions in excess of expected loss as defined in MAS Notice 637. Risk-weighted assets include both on-balance sheet and off-balance sheet exposures adjusted for credit, market and operational risks. The Group's capital adequacy ratios are maintained at prudent levels, with focus on a high CET1 capital mix.

The table below sets out the Group's capital resources and capital adequacy ratios, as well as leverage ratio as at the dates indicated.

	<b>As at 31 December</b>		
	<b>2018</b>	<b>2019</b>	<b>2020</b>
	<i>(in S\$ million, except percentages)</i>		
Share capital .....	4,888	4,949	5,043
Disclosed reserves/others .....	30,445	32,012	32,914
Regulatory adjustments .....	(4,583)	(4,595)	(4,726)
<b>Common Equity Tier 1 capital</b> .....	<b>30,750</b>	<b>32,366</b>	<b>33,231</b>
Perpetual capital securities/others .....	2,129	2,379	2,379
<b>Tier 1 capital</b> .....	<b>32,879</b>	<b>34,745</b>	<b>35,610</b>
Subordinated notes .....	4,186	3,969	4,287
Provisions/others.....	477	638	1,493
<b>Tier 2 capital</b> .....	<b>4,663</b>	<b>4,607</b>	<b>5,780</b>
<b>Eligible total capital</b> .....	<b>37,542</b>	<b>39,352</b>	<b>41,390</b>
<b>Risk-weighted assets</b> .....	<b>220,568</b>	<b>226,318</b>	<b>225,441</b>
<b>Capital adequacy ratios (%)</b> .....			
Common Equity Tier 1.....	13.9	14.3	14.7
Tier 1 .....	14.9	15.4	15.8
Total.....	17.0	17.4	18.4
<b>Leverage Exposure</b> .....	<b>434,732</b>	<b>452,859</b>	<b>478,233</b>
<b>Leverage Ratio (%)</b> .....	<b>7.6</b>	<b>7.7</b>	<b>7.4</b>

### Board of Directors

As at 24 February 2021, the Board comprises 11 members and has five committees, namely, the Audit Committee, Board Risk Management Committee, Executive Committee, Nominating Committee and Remuneration and Human Capital Committee. These committees are delegated specific responsibilities as set out in their respective terms of reference.

The following table sets forth the members of the Board:

<b>Name</b>	<b>Position</b>
Wong Kan Seng	Chairman
Wee Ee Cheong	Deputy Chairman and Chief Executive Officer
James Koh Cher Siang	Director
Ong Yew Huat	Director
Lim Hwee Hua <sup>(1)</sup>	Director
Alexander Charles Hungate	Director
Michael Lien Jown Leam	Director
Alvin Yeo Khirn Hai	Director
Wee Ee Lim	Director

Steven Phan Swee Kim

Director

Chia Tai Tee

Director

Note:

(1) Lim Hwee Hua will be stepping down as a Director at the conclusion of UOB's annual general meeting to be held on 30 April 2021.

### Substantial Shareholders

As at 2 March 2021, the substantial shareholders interested directly or indirectly in 5.0 per cent. or more of the voting Shares of UOB, and the number of Shares held by them as recorded in the Register of Substantial Shareholders maintained by UOB pursuant to Section 88 of the Companies Act were as follows:

	Shareholdings registered in the name of substantial shareholders	Other shareholdings in which substantial shareholders are deemed to have an interest	Total Interest	
	(No. of Shares)	(No. of Shares)	(No. of Shares)	(%)
<b>Substantial Shareholder</b>				
Lien Ying Chow Private Limited .....	—	86,686,453 <sup>(1)</sup>	86,686,453	5.18
Wah Hin and Company Private Limited .....	86,676,076	10,377 <sup>(2)</sup>	86,686,453	5.18
Wee Cho Yaw .....	21,599,798	287,113,587 <sup>(2)</sup>	308,713,385	18.45
Wee Ee Cheong .....	3,081,455	173,663,415 <sup>(2)</sup>	176,744,870	10.57
Wee Ee Chao .....	160,231	137,847,174 <sup>(2)</sup>	138,007,405	8.25
Wee Ee Lim .....	1,831,903	173,266,519 <sup>(2)</sup>	175,098,422	10.47
Wee Investments (Pte) Limited .....	133,278,205	194,119	133,472,324	7.98

Notes:

(\*) Percentage was calculated based on the total number of issued shares, excluding treasury shares and subsidiary holdings, of UOB.

(1) Lien Ying Chow Private Limited was deemed to have an interest in the 86,686,453 UOB shares in which Wah Hin and Company Private Limited has an interest.

(2) Wee Cho Yaw, Wee Ee Cheong, Wee Ee Chao and Wee Ee Lim were each deemed to have an interest in Wee Investments (Pte) Limited's total direct and deemed interests of 133,472,324 UOB shares.

## CLEARING, SETTLEMENT AND CUSTODY

### **Clearance and Settlement through Euroclear and/or Clearstream, Luxembourg**

Upon the initial deposit of a Global Note or a Global Note Certificate with a common depository for Euroclear and Clearstream, Luxembourg, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

Notes that are initially deposited with the common depository Euroclear and Clearstream, Luxembourg may also be credited to the accounts of subscribers with (if indicated in the relevant Pricing Supplement) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system as being entitled to an interest in a Global Note and/or Global Note Certificate (each an “**Accountholder**”) must look solely to Euroclear and/or Clearstream, Luxembourg and/or such other relevant clearing system (as the case may be) for such Accountholder’s share of each payment made by the Bank to the holder of such Global Note and/or Global Note Certificate and in relation to all other rights arising under the Global Note and/or Global Note Certificate. The extent to which, and the manner in which, Accountholders may exercise any rights arising under the Global Note and/or Global Note Certificate will be determined by the respective rules and procedures of Euroclear, Clearstream, Luxembourg and any other relevant clearing system from time to time. For so long as the relevant Notes are represented by the Global Note and/or Global Note Certificate, Accountholders shall have no claim directly against the Bank in respect of payment due under the Notes and such obligations of the Bank will be discharged by payment to the holder of the Global Note and/or Global Note Certificate.

### **Clearance and Settlement under the Depository System**

In respect of Notes which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (“**Depository System**”) maintained by CDP.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a global note for persons holding the Notes in securities accounts with CDP (“**Depositors**”). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors. Although CDP encourages settlement on the third business day following the trade date of debt securities, market participants may mutually agree on a different settlement period if necessary.

Settlement of over-the-counter trades in the Notes through the Depository System may only be effected through certain corporate depositories (“**Depository Agents**”) approved by CDP under the Companies Act to maintain securities sub-accounts and to hold the Notes in such securities sub-accounts for themselves and their clients. Accordingly, Notes for which trade settlement is to be effected through the Depository System must be held in securities sub-accounts with Depository Agents. Depositors holding the Notes in direct securities accounts with CDP, and who wish to trade such Notes through the Depository System, must transfer the Notes to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interest in the Notes in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Bank, the Issue and Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

### **Notes outside clearing systems**

The Notes may also not be cleared through a clearing system.

Where the Bank issues Notes directly to investors, the Registered Global Note representing such Notes will be registered in the name of United Overseas Bank Limited or its nominee, in its capacity as Registrar and Transfer Agent. For so long as any such Notes is represented by a Registered Global Note and the Registered Global Note is held by United Overseas Bank Limited or its nominee, acting in its capacity as Registrar and Transfer Agent, each person (other than United Overseas Bank Limited) who is for the time being shown in the records of United Overseas Bank Limited as the holder of a particular principal amount of such Notes (each, a “**Relevant Accountholder**” and in which regard any statement of accounts, certificate or other document issued by United Overseas Bank Limited, acting in its capacity as Registrar and Transfer Agent, as to the principal amount of Notes standing to the credit of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be and shall be treated by the Bank and its agents as the holder of such principal amount of Notes for all purposes, and the expressions “Noteholder” and “holder of Notes” and related expressions shall be construed accordingly.

Notes may be accelerated by a Relevant Accountholder in certain circumstances described in Condition 17 (*Events of Default*). In such circumstances, where Notes are still represented by a Registered Global Note and the Registered Global Note (or any part thereof) has become due and repayable in accordance with the Conditions and payment in full of the amount due has not been made in accordance with the provisions of the Registered Global Note, then holders of interests in such Registered Global Note credited to their accounts with United Overseas Bank Limited, acting in its capacity as the Registrar and Transfer Agent, will become entitled to proceed directly against the Bank on the basis of statements of account provided by United Overseas Bank Limited, acting in its capacity as the Registrar and Transfer Agent, on and subject to the terms of the UOB Deed of Covenant.

## **BUY BACK ARRANGEMENTS**

The Issuer intends, but is under no obligation, to buy back Notes. In this capacity, it intends to use reasonable efforts to quote a price at which it is willing to purchase Notes. The prices quoted by the Issuer will be by reference to one Note. Prices quoted by the Issuer will be determined by the Issuer in its absolute discretion. Such prices, and the trading value of Notes, may be equal to, higher or lower than the Issue Price (as specified in the applicable Pricing Supplement) of such Notes, and will vary depending on many factors.

These buy back arrangements are on a reasonable efforts basis and do not assure liquidity for Notes. There can be no assurance that the Issuer will buy back Notes or, if it does so, that it will continue to do so. Accordingly, there can be no assurance that investors will have access to a firm buy back price for Notes in a principal amount which investors may wish to sell.



## TAXATION

*The statements below are of a general nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines issued by MAS in force as at the date of this Offering Circular and are subject to any changes in such laws or administrative guidelines or the interpretation of those laws or guidelines occurring after such date, which changes could be made on a retroactive basis. These laws and guidelines 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. 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 the 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. Prospective holders of the Notes are advised to consult their own professional tax advisers 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 Arranger, the Dealer or any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.*

### *Interest and Other Payments*

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act, Chapter 134 of Singapore (the "ITA"), the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments to non-resident persons (other than non-resident individuals) is currently 17 per cent. The applicable rate for non-resident individuals is currently 22 per cent. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and

- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

#### *Withholding Tax Exemption on Qualifying Payments by Specified Entities*

Pursuant to Section 45I of the ITA, payments of income which are deemed under Section 12(6) of the ITA to be derived from Singapore and which are made by a specified entity shall be exempt from withholding tax if such payments are liable to be made by such specified entity for the purpose of its trade or business under a debt security which is issued during the period from 17 February 2012 to 31 March 2021 (both dates inclusive). Notwithstanding the above, permanent establishments in Singapore of non-resident persons are required to declare such payments in their annual income tax returns and will be assessed to tax on such payments (unless specifically exempt from tax).

A specified entity includes a bank licensed under the Banking Act, Chapter 19 of Singapore or a merchant bank approved under the Monetary Authority of Singapore Act, Chapter 186 of Singapore. Pursuant to the Singapore Budget Statement 2021, the above withholding tax exemption is to be extended until 31 December 2026 to cover debt securities issued by such specified entities from 17 February 2012 to 31 December 2026 (both dates inclusive). The MAS will be providing further details of such extension in due course.

#### *Qualifying Debt Securities Scheme*

As the Programme as a whole is arranged by United Overseas Bank Limited, which was a Financial Sector Incentive (Bond Market) Company (as defined in the ITA) prior to 1 January 2014 and is a Financial Sector Incentive (Capital Market) Company (as defined in the ITA) on or after 1 January 2014, any tranche of the Notes which are debt securities issued or to be issued under the Programme during the period from the date of this Offering Circular to 31 December 2023 (the “**Relevant Notes**”) would be qualifying debt securities (“**QDS**”) for the purposes of the ITA, to which the following treatments shall apply:

- (a) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as MAS may direct, to MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Notes as MAS may require, and the inclusion by the Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Notes is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for QDS shall not apply if the non-resident person acquires the Relevant Notes using the funds and profits of such person’s operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the “**Specified Income**”) from the Relevant Notes, derived by a holder who is not resident in Singapore and who (i) does not have any permanent establishment in Singapore or (ii) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from such person’s operations through a permanent establishment in Singapore, are exempt from Singapore income tax;
- (b) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as MAS may direct, to MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Notes as MAS may require), Specified 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); and

(c) subject to:

- (i) the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the ITA; and
- (ii) the furnishing by the Issuer, or such other person as MAS may direct, to MAS of a return on debt securities in respect of the Relevant Notes in the prescribed format within such period as MAS may specify and such other particulars in connection with the Relevant Notes as MAS may require,

payments of Specified Income derived from the Relevant Notes are not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

- (i) if during the primary launch of any tranche of Relevant Notes, the Relevant Notes of such tranche are issued to less than four persons and 50 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Notes would not qualify as QDS; and
- (ii) even though a particular tranche of Relevant Notes are QDS, if, at any time during the tenure of such tranche of Relevant Notes, 50 per cent. or more of such Relevant Notes which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Specified Income derived from such Relevant Notes held by:-
  - (1) any related party of the Issuer; or
  - (2) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or the concessionary rate of tax 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.

The terms “**prepayment fee**”, “**redemption premium**” and “**break cost**” are defined in the ITA as follows:

“prepayment fee”, in relation to debt securities and QDS, 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;

“redemption premium”, in relation to debt securities and QDS, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity; and

“break cost”, in relation to debt securities and QDS, 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.

References to “prepayment fee”, “redemption premium” and “break cost” in this Singapore tax disclosure have the same meaning as defined in the ITA.

Where interest, discount income, prepayment fee, redemption premium and break cost (i.e. the Qualifying Income) is derived from any of the Relevant Notes by any person who is not resident in Singapore and

who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the ITA (as mentioned above) 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 (i.e. the Specified Income) derived from the Relevant Notes is not exempt from tax (including for the reasons described above) is required to include such income in a return of income made under the ITA.

### *Capital Gains*

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes as part of a trade or business carried on by that person in Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or who are required to apply Singapore Financial Reporting Standard 39 – Financial Instruments: Recognition and Measurement (“**FRS 39**”), Singapore Financial Reporting Standard 109 – Financial Instruments (“**FRS 109**”) or Singapore Financial Reporting Standard (International) 9 (“**SFRS(I) 9**”) (as the case may be) for Singapore income tax purposes may be required to recognise gains or losses (not being gains or losses in the nature of capital) for tax purposes in accordance with the provisions of FRS 39, FRS 109 or SFRS(I) 9 (as the case may be) (as modified by the applicable provisions of Singapore income tax law) even though no sale or disposal of the Notes is made. See also “Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes”.

### *Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes*

Section 34A of the ITA provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and “opt-out” provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. The Inland Revenue Authority of Singapore has also issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 – Financial Instruments: Recognition and Measurement”.

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 comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The Inland Revenue Authority of Singapore has also issued a circular entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments”.

Holders of the Notes who may be subject to the tax treatment under Sections 34A or 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

### *Estate Duty*

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

## SUBSCRIPTION AND SALE

Notes may be sold from time to time by the Bank to the dealers appointed pursuant to the Dealer Agreement (as defined below) either generally or in relation to a particular Tranche of Notes (the “Dealers”). The arrangements under which Notes may from time to time be agreed to be sold by the Bank to, and purchased by, Dealers are set out in an amended and restated dealer agreement dated 7 December 2012 as further amended and restated by a second amended and restated dealer agreement dated 14 November 2014 and as further amended and restated by a third amended and restated dealer agreement dated 5 May 2021 (the “**Dealer Agreement**”) made between the Bank and the Dealers which replaces the dealer agreement dated 2 September 2002 as supplemented by the first supplemental dealer agreement dated 17 February 2006. The Dealer Agreement also makes provision for the resignation or termination of appointment of the existing Dealer and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Notes, the price at which such Notes will be purchased by the relevant Dealer(s) and the commissions or other agreed deductibles (if any) payable or allowable by the Bank in respect of such purchase.

The Bank may, at its discretion, choose not to sell any Series of Notes to any Dealers and instead, offer and issue Notes directly to investors. In such cases, the Registered Global Note representing such Notes will be registered in the name of United Overseas Bank Limited or its nominee, in its capacity as Registrar and Transfer Agent. Investors in such Notes are required to hold a securities account with United Overseas Bank Limited, which will be subject to its standard terms and conditions.

**United States of America:** *Regulation S Category 2; TEFRA D or TEFRA C as specified in the relevant Pricing Supplement or neither if TEFRA is specified as not applicable in the relevant Pricing Supplement.*

The Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States 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 (“**Regulation S**”).

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.

### *Compliance by Bank with United States securities laws*

The Bank has represented, warranted and undertaken that neither they nor any of their respective affiliates (including any person acting on behalf of the Bank or any of their respective affiliates) has offered or sold, or will offer or sell, any Notes in any circumstances which would require the registration of any of the Notes under the Securities Act and, in particular, that:

- (a) *No directed selling efforts:* neither the Bank nor any of its affiliates (as defined in Rule 405 under the Securities Act) nor any person acting on its behalf has engaged or will engage in any directed selling efforts with respect to the Notes; and
- (b) *Offering restrictions:* the Bank and its affiliates have complied and will comply with the offering restrictions requirement of Regulation S under the Securities Act.

### *Dealers' Compliance with United States securities laws*

Each Dealer will represent, warrant and undertake that it has offered and sold the Notes, and will agree that it will offer and sell the Notes:

- (a) *Original distribution*: as part of their distribution, at any time; and
- (b) *Outside original distribution*: otherwise, until 40 days after the later of the commencement of the offering and the Closing Date,

only in accordance with Rule 903 of Regulation S under the Securities Act and, accordingly, that:

- (c) *No directed selling efforts*: neither it nor any of its affiliates (including any person acting on behalf of such Dealer or any of its affiliates) has engaged or will engage in any directed selling efforts with respect to the Notes; and
- (d) *Offering restrictions*: it and they have complied and will comply with the offering restrictions requirement of Regulation S under the Securities Act.

Each Dealer will also undertake that, at or prior to confirmation of sale of the Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration which purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The securities covered hereby have not been registered under the United States Securities Act of 1933 (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, (a) as part of their distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the Closing Date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S.”

Each Dealer which has purchased Notes in accordance with the Dealer Agreement shall determine and certify to the Issue and Paying Agent or the Bank the completion of the distribution of the Notes of such Tranche purchased by it. In the case of an agreement between the Bank and more than one Dealer for the issue by the Bank and the purchase by such Dealer(s) of any Notes, the Issue and Paying Agent or the Bank shall notify each Relevant Dealer when all Relevant Dealers have certified as provided in this paragraph.

Each Dealer will represent that it has not entered and will agree that it will not enter into any contractual arrangement with any distributor (as that term is defined in Regulation S) with respect to the distribution or delivery of the Notes, except with its affiliates or with the prior written consent of the Bank.

Terms used in the paragraphs under (*Compliance by Bank with United States securities laws*) and (*Dealers’ compliance with United States securities laws*) above have the meanings given to them by Regulation S under the Securities Act.

#### *The TEFRA D Rules*

Where the TEFRA D Rules are specified in the relevant Pricing Supplement as being applicable in relation to any Tranche of Notes, each Dealer will represent, warrant and undertake that:

- (a) *Restrictions on offers etc.*: except to the extent permitted under the TEFRA D Rules:
  - (i) *No offers etc. to United States or United States persons*: it has not offered or sold, and during a 40-day restricted period will not offer or sell, any Notes to a person who is within the United States or its possessions or to a United States person; and
  - (ii) *No delivery of definitive Notes in the United States*: it has not delivered and will not deliver in definitive form within the United States or its possessions any Notes sold during the restricted period;
- (b) *Internal procedures*: it has, and throughout the restricted period will have, in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling

Notes are aware that the Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules; and

- (c) *Additional provision if United States person*: if it is a United States person, it is acquiring the Notes for the purposes of resale in connection with their original issuance and, if it retains Notes for its own account, it will only do so in accordance with the requirements of United States Treasury Regulation §1.163-5(c)(2)(i)(D)(6) (or any successor rules for the purposes of Section 4701 of the Code),

and, with respect to each affiliate of such Dealer that acquires Notes from such Dealer for the purpose of offering or selling such Notes during the restricted period, such Dealer either (a) repeats and confirms the representations, warranties and undertakings contained in paragraphs (a) (*Restrictions on offers etc.*), (b) (*Internal procedures*) and (c) (*Additional provision if United States person*) above on its behalf or (b) undertakes that it will obtain from such affiliate for the benefit of the Bank the representations, warranties and undertakings contained in paragraphs (a) (*Restrictions on offers etc.*), (b) (*Internal procedures*) and (c) (*Additional provision if United States person*) above.

#### *The TEFRA C Rules*

Where the TEFRA C Rules are specified in the relevant Pricing Supplement as being applicable in relation to any Tranche of Notes, the Notes must, in connection with their original issuance, be issued and delivered outside the United States and its possessions by an issuer that (directly or indirectly through its agents) does not significantly engage in interstate commerce with respect to the issuance and, accordingly, each Dealer will represent, warrant and undertake that, in connection with the original issuance of the Notes:

- (a) *No offers etc. in United States*: it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any Notes within the United States or its possessions; and
- (b) *No communications with United States*: it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such Dealer or such prospective purchaser is within the United States or its possessions and will not otherwise involve the United States office of such Dealer in the offer and sale of Notes.

Terms used in the paragraph under "*The TEFRA D Rules*" above have the meanings given to them by the Code and regulations thereunder, including the TEFRA D Rules. Terms used in the paragraph under "*The TEFRA C Rules*" above have the meanings given to them by the Code and regulations thereunder, including the TEFRA C Rules.

#### *Index-, commodity-, interest-, equity-, credit-, fund- or currency-linked Notes*

Each issuance of index-, commodity-, interest-, equity-, credit-, fund-, or currency-linked Notes shall be subject to such additional U.S. selling restrictions as the relevant Dealer(s) shall agree with the Bank as a term of the issuance and purchase or, as the case may be, subscription of such Notes. Each Dealer has agreed that it shall offer, sell and deliver such Notes only in compliance with such additional U.S. selling restrictions.

#### **Prohibition of Sales to EEA Retail Investors**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the applicable Pricing Supplement in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or
  - (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the “**Prospectus Regulation**”); and
- (b) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### **United Kingdom**

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, (a) 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 (b) it has not offered or sold and will not offer or sell any Notes in the United Kingdom other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or 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 Financial Services and Markets Act 2000 (the “**FSMA**”) by the Bank;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any 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 would not, if the Bank were not an authorised person, apply to the Bank; and
- (c) it has complied with and will comply with all applicable provisions of the FSMA (and all rules and regulations made pursuant to the FSMA) with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.



## **Singapore**

Each Dealer has acknowledged that this Offering Circular has not been and will not be registered as a prospectus with MAS. Accordingly, each Dealer has represented, warranted and agreed 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 the Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor, (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

## **Hong Kong**

In relation to any Notes issued by the Issuer, each Dealer has represented and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes, except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”), other than (a) to “professional investors” as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “**Companies (WUMP) Ordinance**”) or which do not constitute an offer to the public within the meaning of the Companies (WUMP) Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

## **People’s Republic of China**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People’s Republic of China (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by applicable laws of the People’s Republic of China.

## **Korea**

The Notes have not been and will not be registered under the Financial Investment Services and Capital Markets Act of Korea and the decrees and regulations thereunder (the “**FSCMA**”), and the Notes have been and will be offered in the Republic of Korea (“**Korea**”) as a private placement under the FSCMA. None of the Notes may be offered, sold or delivered, directly or indirectly, or offered or sold to any person

for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law of Korea and the decrees and regulations thereunder (the “FETL”). Furthermore, the purchaser of the Notes shall comply with all applicable regulatory requirements (including, but not limited to, requirements under the FETL) in connection with the purchase of the Notes.

#### **Taiwan**

The Notes may not be sold, offered or issued to Taiwan resident investors or in Taiwan unless they are made available, (i) outside Taiwan for purchase by such investors outside Taiwan without solicitation or other activities taking place (a) in Taiwan or (b) otherwise in violation of any applicable Taiwan law or regulation; (ii) in Taiwan through licensed bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the Regulations Governing Offshore Structured Products of Taiwan or other applicable Taiwan law or regulation.

#### **Thailand**

Each Dealer has represented, warranted and agreed that it has not offered or sold and will not offer or sell in Thailand, whether directly or indirectly, any of the Notes, that it has not made and will not make, whether directly or indirectly, any advertisement, invitation or document relating to the Notes in Thailand and that it has not circulated or distributed and will not circulate or distribute this Offering Circular or any other document or material in connection with the offering, sale, or invitation for subscription or purchase of the Notes, whether directly or indirectly, to any person in Thailand.

No invitation will be made to any person in Thailand to subscribe for any of the Notes. The Notes cannot be offered, sold or transferred, whether directly or indirectly, in Thailand.

#### **The Socialist Republic of Vietnam (Vietnam)**

Unless otherwise approved by a competent Vietnamese authority in accordance with applicable Vietnamese laws and regulations on foreign exchange control and offshore indirect investment, the Notes may not be offered or sold directly or indirectly in Vietnam or to, or for the benefit of, any resident in Vietnam (which term shall have the same meaning as that defined in the Ordinance on Foreign Exchange No. 28/2005/PL-UBTVQH11 dated 13 December 2005 which was amended by the Ordinance No. 06/2013/UBTVQH13 dated 18 March 2013 (as further amended and supplemented from time to time) of Vietnam, which includes, among others:

- (a) any corporation or other entity incorporated under the laws of Vietnam and operating in Vietnam (a “**Vietnamese entity**”);
- (b) any Vietnamese entity’s representative office established in any foreign country;
- (c) any Vietnamese citizen residing in Vietnam or residing abroad for a period of less than 12 months;
- (d) any branch in Vietnam of a foreign economic institution or any form of presence in Vietnam of a foreign party participating in investment activities in accordance with the provisions of the law on investment of Vietnam, or operating office of a foreign contractor in Vietnam; or
- (e) any foreigner residing in Vietnam for a period of 12 months or more, except for those who immigrate to Vietnam for study, medical treatment, tourism, or working for diplomatic agencies, consulates or foreign organisations’ representative offices in Vietnam.

Unless permitted under the securities laws of Vietnam, no advertisement, invitation or document relating to the Notes will be issued in Vietnam.

## **Brunei Darussalam**

This Offering Circular or any Pricing Supplement for the Notes have not been and will not be filed with the Autoriti Monetari Brunei Darussalam (the “**Authority**”) and declared or be declared to be effective under Section 116 of the Securities Market Order, 2013 (“**SMO**”).

Therefore, each Dealer acknowledges, represents and warrants that this Offering Circular, any Pricing Supplement and any other document, circular, notice or other material issued in connection with an offer for sale, or invitation for subscription or purchase of the Notes will not be issued, distributed, circulated or published to any member of the public and the Notes will not be offered for sale or sold to any member of the public save and except as an exempt transaction under the SMO where the offer for sale or sale of the Notes is to:

- (a) fewer than 50 persons in Brunei Darussalam during a 12-month period which will be considered a private offering in respect of which no public advertisement for the offer to sell such securities is permitted and such securities sold to these investors are held for investment for a period of at least 2 years; or
- (b) any number of the specific classes of investors who are either an accredited investor, an expert investor or an institutional investor as defined in Section 20 SMO or to such other persons as the Authority may by regulations determine as qualified buyers.

Each Dealer further acknowledges that dealing in investments, arranging deals in investments, managing securities and the giving of investment advice are regulated activities under the SMO and that such regulated activities (unless specifically exempted) may only be carried out in Brunei by a person who holds a capital market services licence issued by the Authority. Therefore, each Dealer represents and warrants that any offer for sale, or invitation for subscription or purchase of the Notes will be undertaken through a person who is licensed under the SMO and will cause and ensure that the relevant notification, as applicable, is made to the Authority by such licensed person.

## **General**

Other than with respect to the admission to listing, trading and/or quotation by such one or more listing authorities, stock exchanges and/or quotation systems as may be specified in the Pricing Supplement, no action has been or will be taken in any country or jurisdiction by the Bank or the Dealers that would permit a public offering of Notes (other than Singapore), or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Neither this Offering Circular nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme may be used in connection with an offer or solicitation by any person in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. The distribution and publication of this Offering Circular or any such other document or information and the offer of the Notes in certain jurisdictions may be restricted by law. Persons into whose hands the Offering Circular or any Pricing Supplement comes are required by the Bank and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material, in all cases at their own expense.

The Dealer Agreement provides that the restrictions relating to any specific jurisdiction (set out above) are modified to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed “General” above.

Each Dealer has agreed that it will comply with all applicable laws and regulations in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers Notes or has in its possession or distributes, any offering material. No Dealer will directly or indirectly offer, sell or deliver Notes or any interest therein

or rights in respect thereof or distribute or publish any Offering Circular and any Pricing Supplement, circular, advertisement or other offering material (including, without limitation, this Offering Circular) in any country or jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations, and all offers, sales and deliveries of Notes or any interest therein or rights in respect thereof by it will be made on the foregoing terms. In connection with the offer, sale or delivery by any Dealer of any Notes or any interest therein or rights in respect thereof, the Bank shall not have responsibility for, and each Dealer will obtain, any consent, approval or permission required in and each Dealer will comply with the laws and regulations in force in, any jurisdiction to which it is subject or from which it may make any such offer, sale or delivery.

Selling restrictions may be supplemented or modified with the agreement of the Bank. Any such supplement or modification will be set out in the relevant Pricing Supplement (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or (in any other case) in a supplement to this document.

## GENERAL INFORMATION

### Listing

Notes may be issued pursuant to the Programme which will not be listed on any stock exchange or which will be listed on such stock exchange as the Bank and the relevant Dealer(s) may agree. Application has been made to the SGX-ST for permission to deal in and for quotation of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular and the applicable Pricing Supplement in relation to Notes listed on the SGX-ST. Admission to the Official List of the SGX-ST and quotation of any Notes on the SGX-ST is not to be taken as an indication of the merits of the Issuer, its subsidiaries, its associated companies or such Notes. Any approval in-principle of the SGX-ST for the listing and quotation of any Series of Notes on the SGX-ST is subject to changes in the SGX-ST's policies. For all Series of Notes listed on the SGX-ST and for so long as any Notes are listed thereon, such Notes will be traded on the SGX-ST in a minimum board lot size of at least 200,000 Singapore Dollars (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time. Unlisted Notes may be issued pursuant to the Programme.

### Authorisations

The establishment of the Programme was authorised by resolutions of the Board of Directors of the Bank passed on 23 May 2002. The update and upsize of the Programme were authorised by resolutions of the Board of Directors of the Bank passed on 29 June 2020.

### Clearing of the Notes

The relevant Pricing Supplement will indicate whether a Series of Notes has been accepted for clearance through Euroclear, Clearstream, Luxembourg, CDP and/or any other clearing system, or if the relevant Series of Notes will not be cleared through any clearing system. For Notes which will be cleared through a clearing system, the appropriate common code and the International Securities Identification Number in relation to the Notes of such Series will be specified in the Pricing Supplement relating thereto.

### Use of proceeds

The net proceeds of the issue of each Tranche of Notes will be applied by the Bank for its general corporate use.

### Litigation

Save as disclosed in this Offering Circular, there are no litigation or arbitration proceedings against the Group, nor is the Bank aware of any pending or threatened proceedings of such kind, which may have a material adverse effect on its financial position.

### No significant change

Save as disclosed in this Offering Circular and since the last day of the financial period in respect of which the most recent consolidated and unconsolidated audited financial statements of the Bank have been published, there has been no adverse change, or any development reasonable likely to involve an adverse change, in the condition (financial or otherwise) or general affairs of the Bank that is material in the context of the Programme or the issue of the Notes thereunder.

### Documents available for inspection

For so long as the Programme remains in effect or any Notes shall be outstanding, copies of the following documents may be inspected during normal business hours at the Specified Offices of the Issue and Paying Agent and the Registrar, namely:

- (a) the Agency Agreement;

- (b) the Deeds of Covenant;
- (c) the Dealer Agreement;
- (d) the Third Amended and Restated Programme Manual dated 5 May 2021 (which contains the forms of the Notes in global and definitive form) signed for the purposes of identification by the Bank and the Issue and Paying Agent (as the same may be amended or supplemented from time to time);
- (e) this Offering Circular and any supplement or amendment to this Offering Circular issued by the Bank; and
- (f) any applicable Pricing Supplement relating to the Notes.

**Financial statements available**

For so long as the Programme remains in effect or any Notes shall be outstanding, copies and, where appropriate, English translations of the following documents may be obtained during normal business hours at the Specified Offices of the Issue and Paying Agent and the Registrar, namely:

- (a) the most recent publicly available audited consolidated and unconsolidated financial statements of the Bank beginning with such financial statements for the years ended 31 December 2019 and 2020; and
- (b) the most recent publicly available unaudited consolidated and unconsolidated semi-annual financial statements (if any) of the Bank beginning with such financial statements for the half year ended 30 June 2020.

**REGISTERED OFFICE OF THE ISSUER**

**UNITED OVERSEAS BANK LIMITED**

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Singapore 048624

**ISSUE AND PAYING AGENT**

**United Overseas Bank Limited**

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Singapore 069544

**REGISTRAR AND TRANSFER AGENT**

**United Overseas Bank Limited**

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