# IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE NON-U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (AS DEFINED BELOW) ("**REGULATION S**")) PURCHASING THE SECURITIES OUTSIDE THE U.S. IN AN OFFSHORE TRANSACTION IN RELIANCE ON REGULATION S.

IMPORTANT: You must read the following before continuing. If you are not the intended recipient of this message, please do not distribute or copy the information contained in this e-mail, but instead, delete and destroy all copies of this e-mail including all attachments. The following applies to the supplemental offering circular (the "**Supplemental Offering Circular**") following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Supplemental Offering Circular. In accessing the Supplemental Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE FOLLOWING SUPPLEMENTAL OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. ANY INVESTMENT DECISION SHOULD BE MADE ON THE BASIS OF THE FINAL TERMS AND CONDITIONS OF THE SECURITIES AND THE INFORMATION CONTAINED IN THE OFFERING CIRCULAR (AS DEFINED IN THE SUPPLEMENTAL OFFERING CIRCULAR AND AS AMENDED AND RESTATED) THAT WILL BE DISTRIBUTED TO YOU PRIOR TO THE PRICING DATE AND NOT ON THE BASIS OF THE ATTACHED DOCUMENTS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

Confirmation of your Representation: In order to be eligible to view the following Supplemental Offering Circular or make an investment decision with respect to the securities, investors must be non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act. By accepting the e-mail and accessing the following Supplemental Offering Circular, you shall be deemed to have represented to us that (1) you and any customers you represent are non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act and that the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the United States and (2) that you consent to the delivery of such Supplemental Offering Circular by electronic transmission.

You are reminded that the following Supplemental Offering Circular has been delivered to you on the basis that you are a person into whose possession the following Supplemental 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 the following Supplemental Offering Circular to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any Dealer (as described in the Offering Circular) or any affiliate of a Dealer is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the issuer in such jurisdiction.

The following Supplemental Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission, and consequently none of the Issuer, the Arranger nor any Dealer nor any person who controls any of them nor any director, officer, employee nor agent of any of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Supplemental Offering Circular distributed to you in electronic format and the hard-copy version available to you on request from an Arranger.

You should not reply by e-mail to this notice, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected. You are responsible for protecting this e-mail against viruses and other destructive items. Your use of this e-mail is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

**Supplemental Offering Circular to the Offering Circular dated 17 June 2015**

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

**Issuer and Arranger**

# DBS Bank Ltd.

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

**U.S.$8,000,000,000**
**Structured Note Programme**

This Supplemental Offering Circular is supplemental to, and should be read in conjunction with, the Offering Circular dated 17 June 2015 (the "**Original Offering Circular**" and together with this Supplemental Offering Circular, the "**Offering Circular**") and all other documents that are deemed to be incorporated by reference therein in relation to the U.S.$8,000,000,000 Structured Note Programme (the "**Programme**") of DBS Bank Ltd. (in its capacity as the issuer, the "**Issuer**" or "**DBS Bank**"). Save to the extent defined in this Supplemental Offering Circular, terms defined or otherwise attributed meanings in the Original Offering Circular have the same meaning when used in this Supplemental Offering Circular. References in the Original Offering Circular and this Supplemental Offering Circular to "this Offering Circular" mean the Original Offering Circular as supplemented by this Supplemental Offering Circular. To the extent that the Original Offering Circular is inconsistent with this Supplemental Offering Circular, the terms of this Supplemental Offering Circular shall prevail.

Under the Programme described in this Offering Circular, DBS Bank may from time to time issue structured notes ("**Notes**"), as described in the section on "Summary of the Programme - Notes" in this Offering Circular) in any currency. The aggregate principal amount of Notes outstanding will not at any time exceed U.S.$8,000,000,000 (or the equivalent in other currencies). There is no minimum principal amount of Notes to be issued under the Programme. While the Programme limit shall be U.S.$8,000,000,000, the Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement (as defined in this Offering Circular). The Programme is of an unlimited duration and will only expire when terminated in accordance with the terms of the Programme Agreement.

This Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (the "**Authority**"). Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes to be issued from time to time by the Issuer pursuant to the Programme may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (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 (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offer of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

**The date of this Supplemental Offering Circular is 23 September 2016**

# SUPPLEMENTAL INFORMATION

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

**Increase in the aggregate nominal amount of the Programme**

With effect from the date of this Supplemental Offering Circular, the maximum aggregate principal amount of Notes outstanding under the Programme has been increased from U.S.$5,000,000,000 to U.S.$8,000,000,000 (or the equivalent in other currencies). By virtue of this Supplemental Offering Circular, all references to the size of the Programme set out in the Offering Circular shall be deemed to be a reference to the size of the Programme as amended.

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IMPORTANT: You must read the following before continuing. If you are not the intended recipient of this message, please do not distribute or copy the information contained in this e-mail, but instead, delete and destroy all copies of this e-mail including all attachments. The following applies to the Offering Circular following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Offering Circular. In accessing the Offering Circular, you agree to be bound by the following Terms and Conditions, including any modifications to them any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE FOLLOWING OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT IN WHOLE OR IN PART IS UNAUTHORIZED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. ANY INVESTMENT DECISION SHOULD BE MADE ON THE BASIS OF THE FINAL TERMS AND CONDITIONS OF THE SECURITIES AND THE INFORMATION CONTAINED IN THE OFFERING CIRCULAR (AS AMENDED AND RESTATED) THAT WILL BE DISTRIBUTED TO YOU PRIOR TO THE PRICING DATE AND NOT ON THE BASIS OF THE ATTACHED DOCUMENTS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORIZED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

Confirmation of your Representation: In order to be eligible to view the following Offering Circular or make an investment decision with respect to the securities, investors must be non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act. By accepting the e-mail and accessing the following Offering Circular, you shall be deemed to have represented to us that (1) you and any customers you represent are non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S under the Securities Act and that the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the United States and (2) that you consent to the delivery of such Offering Circular by electronic transmission.

You are reminded that the following Offering Circular has been delivered to you on the basis that you are a person into whose possession the following Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorized to, deliver or disclose the contents of the following Offering Circular to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any Dealer (as described in the Offering Circular) or any affiliate of a Dealer is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the issuer in such jurisdiction.

The following offering circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission, and consequently none of the Issuer, the Arranger nor any Dealer nor any person who controls any of them nor any director, officer, employee nor agent of any of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the Offering Circular distributed to you in electronic format and the hard-copy version available to you on request from an Arranger.

You should not reply by e-mail to this notice, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected. You are responsible for protecting this e-mail against viruses and other destructive items. Your use of this e-mail is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

**Offering Circular dated 17 June 2015**

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

**Issuer and Arranger**

**DBS Bank Ltd.**

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

**U.S.$5,000,000,000**
**Structured Note Programme**

Under the U.S.$5,000,000,000 Structured Note Programme (the **Programme**) described in this Offering Circular, DBS Bank Ltd. (in its capacity as the issuer, the **Issuer** or **DBS Bank**) may from time to time issue structured notes (**Notes**, as described in the section on "Summary of the Programme - Notes" in this Offering Circular) in any currency. The aggregate principal amount of Notes outstanding will not at any time exceed U.S.$5,000,000,000 (or the equivalent in other currencies). There is no minimum principal amount of Notes to be issued under the Programme. While the Programme limit shall be U.S.$5,000,000,000, the Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement (as defined herein). The Programme is of an unlimited duration and will only expire when terminated in accordance with the terms of the Programme Agreement.

This Offering Circular has not been and will not be registered as a prospectus with the Monetary Authority of Singapore (the **Authority**). Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes to be issued from time to time by the Issuer pursuant to the Programme may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the **SFA**), (ii) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA or (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 (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

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

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

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

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

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

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

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

As at 31 March 2015, the Issuer's long term senior debt and deposit rating is Aa1 by Moody's Investors Service Limited (**Moody's**), and long term debt ratings are AA- by Standard and Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. (**Standard & Poor's**) and AA- by Fitch, Inc (**Fitch**). The Programme is not rated. However, certain Notes issued under the Programme may be rated by certain debt rating agencies as further described in the section on "Summary of the Programme - Rating" in this Offering Circular and as specified in the applicable Issue Document. Where the Notes are rated, such rating will not necessarily be the same as the rating(s) assigned to the Issuer and/or the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision, downgrade or withdrawal at any time by the assigning rating agency.

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

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

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

*Neither this Offering Circular nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme may be used for the purpose of, and does not constitute an offer of, or solicitation or invitation by or on behalf of the Issuer, the Arranger or any of the relevant Dealers (as defined herein) to subscribe for or purchase, the Notes in any jurisdiction or under any circumstances in which such offer, solicitation or invitation is unlawful, or not authorised or to any person to whom it is unlawful to make such offer, solicitation or invitation. The distribution of this Offering Circular or the applicable Issue Document and the offering or sale of any Notes may, in certain jurisdictions, be restricted by law. The Issuer and the Arranger require persons into whose possession this Offering Circular and any Issue Document comes to inform themselves of, and observe, all such restrictions. In particular, Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the* ***Securities Act****) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons unless the Notes are registered under the Securities Act or any exemption from registration is available. A further description of certain restrictions on offering and sale of the Notes and distribution of this Offering Circular and any Issue Document is provided under the section on "Selling Restrictions" in this Offering Circular.*

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

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

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

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

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

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

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

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

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

# TABLE OF CONTENTS

SUMMARY OF THE PROGRAMME ..... 1
WHERE TO OBTAIN COPIES OF THIS OFFERING CIRCULAR AND ISSUE DOCUMENTS ..... 8
REFERENCES TO WEBSITES ..... 8
INFORMATION ON WEBSITES ..... 8
DESCRIPTION OF THE PROGRAMME ..... 9
DESCRIPTION OF SELECTED TRANSACTION DOCUMENTS ..... 10
RISK FACTORS ..... 12
CAUTIONARY NOTE ON FORWARD LOOKING STATEMENTS ..... 24
FORM OF THE NOTES ..... 25
TERMS AND CONDITIONS OF THE NOTES ..... 30
FORM OF CONDITIONS SUPPLEMENT ..... 148
SUBSCRIPTION PROCEDURES ..... 172
BUY BACK ARRANGEMENTS ..... 173
WHERE NOTES ARE HELD AND TRADED THROUGH A CLEARING SYSTEM ..... 174
CUSTODY ARRANGEMENTS ..... 175
SETTLEMENT, CLEARANCE AND CUSTODY ..... 176
TAXATION ..... 179
SELLING RESTRICTIONS ..... 185
USE OF PROCEEDS ..... 190
INFORMATION RELATING TO US ..... 191
GENERAL AND STATUTORY INFORMATION ..... 199
GLOSSARY ..... 201
CORPORATE INFORMATION ..... 204

# SUMMARY OF THE PROGRAMME

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

*The Programme is a U.S.$5,000,000,000 Structured Note Programme, which enables the Issuer to issue Notes from time to time having specific Terms and Conditions which may be applicable only to the relevant Series of Notes.*

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| Issuer | : | DBS Bank Ltd. |
| Description | : | Structured Note Programme pursuant to which the Issuer may, from time to time, issue Notes. Notes may be offered in or outside Singapore. Where the Notes are offered in Singapore, the Notes may only be offered to persons falling within the ambit of Section 274 and/or Section 275 of the SFA or in accordance with the conditions of any other applicable provision of the SFA; and where the Notes are offered outside Singapore, such offer will be in compliance with the applicable laws and regulations of the jurisdiction in which such Notes are being offered. |
| Rating | : | As at 31 March 2015, the Issuer's long term senior debt and deposit rating is Aa1 by Moody's, and long term debt ratings are AA- by Standard & Poor's and AA- by Fitch. The Programme is unrated. However, certain Notes issued under the Programme may be rated by Moody's and/or Standard & Poor's and/or any other recognised debt rating agencies, as specified in the applicable Issue Document. If the issuance or sale of any Notes being offered is conditional on the assignment of a rating by one or more of such debt rating agencies, the applicable Issue Document will specify the debt rating agency and the minimum rating that must be assigned to such Notes.<br><br>Any rating will address the Issuer's ability to perform its obligations under the terms of the relevant Notes and addresses credit risks in determining the likelihood that payments will be made under the relevant Notes.<br><br>A rating is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, revision, downgrade or withdrawal at any time by the assigning rating agency. A suspension, revision, downgrade or withdrawal of the rating assigned to the Notes may adversely affect the market value of such Notes. |
| Programme Size | : | Up to U.S.$5,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement. |
| Notes | : | Notes issued by the Issuer, from time to time, which:<br><br>(i) may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a Linked Interest Note or a combination of any of the foregoing, depending upon the Interest Basis specified in the applicable Issue Document, and |

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

Status of the Notes : Unless otherwise specified in the applicable Issue Document, the Notes will be direct, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu*, without any preference among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Issuer, from time to time outstanding.

Form of the Notes : Notes may be issued in bearer form (**Bearer Notes**) or registered form (**Registered Notes**) as more fully described in the section on "Form of the Notes" in this Offering Circular.

Each Tranche of Bearer Notes may initially be issued in the form of a temporary global note (a **Temporary Global Note**), or, if so specified in the applicable Issue Document, a permanent global note (a **Permanent Global Note**), which, in either case, will on or prior to the original issue date of the Tranche be delivered to a common depositary or any other depositary for Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg**), and/or with The Central Depository (Pte) Limited (**CDP**) (together, the **Clearing Systems** and each, a **Clearing System**) or any other entity selected by the Issuer, subject to any restrictions or conditions which may be applicable (as specified in the applicable Issue Document).

Each Tranche of Registered Notes will, as specified in the applicable Issue Document, either be represented by a registered global note (a **Registered Global Note**) which will be deposited with a common depositary or any other depositary for, and registered in the name of a common nominee or any other nominee of, Euroclear and/or Clearstream, Luxembourg, and/or CDP or any other entity selected by the Issuer (as specified in the applicable Issue Document) or be represented by Registered Notes in definitive form.

The Issuer may elect not to have Registered Notes cleared through any Clearing System, in which case, (if applicable) the Registered Global Note will be deposited with and registered in the name of DBS Bank Ltd. or its nominee, acting in its capacity as the Registrar and Transfer Agent.

Except as described above, in the case of Bearer Notes and Registered Notes represented by Notes in global form, Notes in definitive form will not be issued to individual Noteholders except following the occurrence of an Exchange Event (as defined in the section on "Form of the Notes" in this Offering Circular).

Method of Issue : Notes may be issued on a syndicated or non-syndicated basis.

Unless otherwise specified in the applicable Issue Document, Notes will be issued on a non-syndicated basis.

Notes may be issued in series (each a **Series**). A Series mayconsist of Notes of one or more (but a maximum of three) classes (each a **Class**). Notes of any such Class in one Series may have a different ranking in point of priority to Notes of the other Class or Classes within such Series. Notes may also be issued in tranches (each a **Tranche**) which are identical to each other in all respects. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental Terms and Conditions and, save in respect of the issue date, issue price, first payment of interest and principal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the applicable Issue Document in respect of such Tranche.

References in this Offering Circular to "Series" shall include references to "Tranche" and "Class" where applicable.

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| Issue Document | : | The Issue Document shall comprise the Conditions Supplement. |
| Conditions Supplement | : | In connection with each issue of Notes, the Issuer will prepare a Conditions Supplement (as defined in the "Glossary" below). Where a Series of Notes comprises more than one Tranche, a Conditions Supplement will be prepared in connection with each such Tranche.<br><br>The applicable Conditions Supplement in respect of each Series of Notes will supplement the Terms and Conditions set out in this Offering Circular and will be executed on the relevant issue date set out therein. For any series of Notes, the applicable Conditions Supplement may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions, replace or modify the Terms and Conditions for the purposes of such Series of Notes. |
| Maturities | : | Notes may have any maturity as specified in the applicable Issue Document, subject to applicable laws and regulations. |
| Issue Price of the Notes | : | Notes may be issued at their principal amount or at a discount or premium to their principal amount. |
| Specified Denomination | : | Notes will be in such denominations as may be specified in the applicable Issue Document, subject to applicable laws and regulations. |
| Payments under the Notes | : | Payments under the Notes, whether with respect to principal, interest or any other amount, may be made by the Issuer in cash and/or in such other form of consideration as may be specified in the applicable Issue Document. |
| Currencies | : | Notes may be issued in any currency as specified in the applicable Issue Document, subject to applicable laws and regulations. |
| Underlying Assets | : | Each Series of Notes may reference one or more rates, currencies or currency exchange rates, commodities, bullion, equity securities or other equity instruments (including but not limited to exchange traded funds), debt securities or other debt instruments issued by any entity (including but not limited to corporates, sovereigns and unincorporated entities), economic indices or measures of economic risk or value, or the creditworthiness of one or more entities (including but not limited to corporates, sovereigns and unincorporated entities), |

any other benchmarks (whether in the form of a rate or index) by which payments or deliveries of an asset, security or instrument may be made, or a combination, variation or derivative of any of the foregoing, as described in the applicable Issue Document (**Underlying Asset** or **Underlying Assets**, as the case may be).

In relation to a Series of Notes linked to an Underlying Asset or a basket of Underlying Assets, upon the occurrence of certain events and subject to the Terms and Conditions, the Issuer may replace, substitute or amend an Underlying Asset and the Calculation Agent (as defined in the "Glossary" below) may be required or, as the case may be, permitted to make certain adjustments or amendments to the Terms and Conditions. The applicable Issue Document will contain a detailed description of such events.

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

ownership, transfer, presentation and surrender for payment or enforcement of any Note and all payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

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

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

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

## WHERE TO OBTAIN COPIES OF THIS OFFERING CIRCULAR AND ISSUE DOCUMENTS

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

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

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

## REFERENCES TO WEBSITES

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

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

## INFORMATION ON WEBSITES

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

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

# DESCRIPTION OF THE PROGRAMME

On 22 December 2005, the Issuer established a U.S.$3,000,000,000 Structured Note Programme for the issue of Notes to be offered to investors in or outside Singapore. On 8 September 2014, the size of the programme was increased to U.S.$5,000,000,000.

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

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

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

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

# DESCRIPTION OF SELECTED TRANSACTION DOCUMENTS

**Summary of the Programme Agreement**

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

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

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

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

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

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

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

**Summary of the Agency Agreement**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) paying sums due on Registered Notes; and

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

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

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

**Summary of the Distribution Agreement**

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

# RISK FACTORS

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

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

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

**Risks relating to the Issuer and other Transaction Parties**

*Creditworthiness of the Issuer*

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

*Credit rating of the Issuer*

As at 31 March 2015, the Issuer's long term senior debt and deposit rating is Aa1 by Moody's, and long term debt ratings are AA- by Standard and Poor's and AA- by Fitch.

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

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

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

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

*Review and advice*

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

*No reliance*

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

**Risks relating to Notes**

*General risk warning*

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

*Suitability of Notes*

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

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

*You have no rights to the Underlying Assets*

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

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

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

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

*Risk of fluctuations in value of the Notes*

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

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

If Notes are repurchased or redeemed before the maturity date, the principal amount of (or your investment in) the Notes may not be protected. If you hold Notes until the maturity date specified in the applicable Issue Document, you will receive an amount equivalent to the redemption amount or equivalent specified in the applicable Issue Document, which amount may be less than your original investment amount. In each case, there is no guarantee that the amount that you will receive on the maturity date of the Notes will be equal to your original investment amount.

*There may be no interest payable on the Notes*

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

*Exposure to exchange rate risks*

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

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

*Exchange-traded funds*

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

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

*The different Classes of Notes*

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

*Physical settlement of Notes*

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

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

*Foreign Account Tax Compliance Act withholding*

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (**FATCA**) impose a new reporting regime and, potentially, a 30 per cent. withholding tax with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. Whilst the Notes are held within the Clearing Systems, in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the Clearing Systems. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer's obligation under the Notes is discharged once it has paid the Clearing Systems, and the Issuer has therefore no responsibility for any amount thereafter transmitted through the Clearing Systems and custodians or intermediaries. You should refer to the section on "Taxation-Foreign Account Tax Compliance Act" in this Offering Circular for further details.

*U.S. Hiring Incentives to Restore Employment Act withholding*

The U.S. Hiring Incentives to Restore Employment Act (the **HIRE Act**) imposes a 30 per cent. withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met. While significant aspects of the application of the relevant provisions of the HIRE Act to the Notes are uncertain, if the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. You should refer to the section on "Taxation-U.S. Hiring Incentives to Restore Employment Act" in this Offering Circular for further details.

**Risks relating to liquidity**

*Market, liquidity and yield considerations; Sale procedure*

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

*Buy back arrangements*

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

*Risk of extension of the maturity date*

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

**Risks relating to conflicts of interests**

*Potential and actual conflicts of interests*

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

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

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

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

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

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

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

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

**Risks relating to Credit Linked Notes**

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

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

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

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

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

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

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

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

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

*A Credit Event may occur prior to the Trade Date*

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

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

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

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

*Amendment of Credit Linked Conditions in accordance with market convention*

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

*ISDA Credit Derivatives Definitions*

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

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

*Differences between the 2003 ISDA Definitions and the 2014 ISDA Definitions*

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

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

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

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

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

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

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

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

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

i. amended the definition of "Qualifying Guarantee" to expand the universe of guarantees that can constitute Qualifying Guarantees (with a particular emphasis on including, to some extent, guarantees

with caps or transfer provisions); and

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

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

*Risks relating to Auction Settlement of Credit Linked Notes*

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

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

**Other risks**

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

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

*Credit Rating*

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

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

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

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

*Risks relating to Singapore Taxation*

The Notes to be issued from time to time under the Programme during the period from the date of this Offering Circular to 31 December 2018 are, pursuant to the Income Tax Act, Chapter 134 of Singapore (the **ITA**) and the MAS Circular FSD Cir 02/2013 entitled "Extension and Refinement of Tax Concessions for Promoting the Debt Market" issued by the Authority on 28 June 2013 (the **MAS Circular**), intended to be "qualifying debt securities" for the purposes of the ITA subject to the fulfilment of certain conditions more particularly described in the section on "Taxation – Singapore Taxation" in this Offering Circular.

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

*Tax consequences of investing in Notes*

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

*No Gross-Up in respect of certain Series of Notes*

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

*Consequences of non-availability of Definitive Notes*

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

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

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

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

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

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

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

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

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

*Modifications and waivers*

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

*Change of law*

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

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

*Provision of information*

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

## CAUTIONARY NOTE ON FORWARD LOOKING STATEMENTS

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

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

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

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

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

# FORM OF THE NOTES

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

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

**Bearer Notes**

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

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

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

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

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

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

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

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

**Registered Notes**

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

*Where Registered Notes are cleared through a Clearing System*

Where Registered Notes are cleared through a Clearing System, the Registered Notes of each Tranche will initially be represented by a Registered Global Note. Prior to expiry of the Distribution Compliance Period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Registered Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided under applicable US law exemptions and may not be held otherwise than through Euroclear or Clearstream, Luxembourg or, as the case may be, CDP and such Registered Global Note will bear a legend regarding such restrictions on transfer.

The Registered Global Notes will be deposited with a common depositary or any other depositary for, and registered in the name of a common nominee or any other nominee of, Euroclear and Clearstream, Luxembourg and/or, as the case may be, CDP or any other clearing system, as specified in the applicable Issue Document. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 4(d) (*Payments in respect of Registered Notes*) of the Terms and Conditions) as the registered holder of the Registered Global Notes. None of the Issuer, the Fiscal and Paying Agent, the Registrar, the Transfer Agent or any other agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 4(d) (*Payments in respect of Registered Notes*) of the Terms and Conditions) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for definitive Registered Notes without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 13 (*Events of Default*) of the Terms and Conditions) has occurred and is continuing, (ii) in the case of Notes registered in the name of a nominee for a common depositary or any other depositary for both Euroclear and Clearstream, Luxembourg and/or, as the case may be, CDP, the Issuer has been notified that Euroclear and Clearstream, Luxembourg have and/or, as the case may be, CDP has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and, in any such case, no successor Clearing System is available, or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes represented by the Registered Global Note issued in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 17 (*Notices*) of the Terms

and Conditions if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg and/or, as the case may be, CDP (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Registrar requesting an exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Registrar.

*Where Registered Notes are not cleared through a Clearing System*

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

The Registered Global Note will be deposited with and registered in the name of DBS Bank Ltd. or its nominee, acting in its capacity as the Registrar and the Transfer Agent. Persons holding beneficial interests in such Registered Global Note will be entitled or required, as the case may be, under the circumstances described below, to receive definitive Notes in fully registered form.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will, in the absence of provision to the contrary, be made to the person shown on the Register (as defined in Condition 4(d) (*Payments in respect of Registered Notes*) of the Terms and Conditions) as the registered holder of such Notes. None of the Issuer, the Fiscal and Paying Agent, the Registrar, the Transfer Agent or any other agent will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Registered Notes in definitive form will, in the absence of provision to the contrary, be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 4(d) (*Payments in respect of Registered Notes*) of the Terms and Conditions) immediately preceding the due date for payment in the manner provided in that Condition.

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

**Transfer of Interests in Global Notes**

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

*Where Notes are cleared through a Clearing System*

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

*Where Notes are not cleared through a Clearing System*

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

**General**

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

*Where Notes are cleared through a Clearing System*

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

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

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

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

*Where Notes are not cleared through a Clearing System*

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

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

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

# TERMS AND CONDITIONS OF THE NOTES

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

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

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

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

(ii) any Global Note;

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

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

The Notes, the Receipts (as defined below) and the Coupons (as defined below) are issued pursuant to an amended and restated agency agreement dated 17 June 2015 (as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) between the Issuer, DBS Bank Ltd. as fiscal and paying agent (the **Fiscal and Paying Agent**, which expression shall include any successor Fiscal and Paying Agent), as registrar (the **Registrar**, which expression shall include any successor registrar), as transfer agent (the **Transfer Agent**, which expression shall include any additional or successor transfer agent) and also as calculation agent (the **Calculation Agent**, which expression shall include any additional or successor calculation agent). The Fiscal and Paying Agent, together with any additional or successor paying agents, are hereinafter together referred as the **Paying Agents**. The Fiscal and Paying Agent, the Registrar, the other Paying Agents, the Transfer Agent and the Calculation Agent are hereinafter together referred to as the **Agents**.

The Notes are issued with the benefit of an amended and restated deed of covenant dated 17 June 2015 (as amended and/or supplemented and/or restated from time to time, the **Deed of Covenant**), executed by the Issuer in relation to the Notes.

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

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

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

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

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

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

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

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

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

## 1. Form, Denomination, Title and Transfer

### *(a) Form and Denomination*

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

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

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

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

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

### *(b) Transfers of Bearer Notes and Title*

Subject to these Terms and Conditions, title to the Bearer Notes, Receipts and Coupons will pass by delivery. The bearer of any Bearer Note, Receipt or Coupon will (except as otherwise required by law or ordered by a court of competent jurisdiction or an official authority) be treated as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes.

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

### *(c) Transfers of Registered Notes and Title*

#### *(i) Title*

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

In the case of a registered Global Note (a **Registered Global Note**), such Registered Global Note will be registered in the name of a common nominee or a nominee of Euroclear and/

or Clearstream, Luxembourg, or CDP or in the name of the Registrar or its nominee, as the case may be.

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

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

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

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

*(iv)* *Registration of transfer upon partial redemption*

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

*(v)* *Costs of registration*

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

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

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

**2. Status of the Notes**

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

**3. Interest**

***(a) Interest Basis***

*(i)* *Interest on Fixed Rate Notes*

Each Note with an Interest Basis specified as Fixed Rate in the applicable Conditions Supplement bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate(s) per annum (expressed as a percentage) equal to the Rate(s) of Interest, such interest being payable in arrears on each Interest Payment Date(s). The amount of interest payable shall be determined in accordance with Condition 3(e) (*Calculations*).

*(ii)* *Interest on Floating Rate Notes*

(I) Interest Payment Dates

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

(II) Rate of Interest

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

*(iii)* *Interest on all Linked Interest Notes*

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

***(b) ISDA Determination / Screen Rate Determination***

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

*(I)* *ISDA Determination*

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

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

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

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

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

*(II)* *Screen Rate Determination*

(x) Where Screen Rate Determination is specified in the applicable Conditions Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

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

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

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

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

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

of Interest for such Interest Period shall be the arithmetic mean of such relevant quotations as determined by the Calculation Agent; and

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

***(c) Accrual of Interest***

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

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

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

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

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

***(e) Calculations***

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

***(f) Notification of Rate of Interest and Interest Amounts***

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

***(g) Certificates to be final***

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

**4. Payments**

***(a) Method of payment***

Subject as provided below:

(i) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee by a cheque or cashier's order in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency; and

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

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

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

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

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

A Note with an Interest Basis specified as Fixed Rate in the applicable Conditions Supplement should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of 10 years after the Relevant Date (as defined below) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 12 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

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

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

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

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

### *(c) Payments in respect of Bearer Global Notes*

Payments of principal and interest (if any) in respect of Notes represented by any Global Note in bearer form will (subject as provided below) be made in the manner specified in the relevant Global Note against presentation or surrender, as the case may be, of such Global Note at the specified office

of any Paying Agent outside the United States. A record of each payment made against presentation or surrender of any Global Note in bearer form, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note by the Paying Agent to which it was presented or surrendered and such record shall be *prima facie* evidence that the payment in question has been made.

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

***(d) Payments in respect of Registered Notes***

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

Payments of interest and payments of instalments of principal (other than the final instalment) in respect of each Registered Note (whether or not in global form) will be made, at the discretion of the Registrar, by (i) transfer to a Designated Account of the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the first business day (being for this purpose any week day i.e. Monday to Friday except where such week day falls on 25 December or 1 January) prior to the Entitlement Date (the **Record Date**) or (ii) by a cheque or cashier's order in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail (at the risk of the holder) on the Business Day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register at the close of business on the Record Date at his address shown in the Register on the Record Date and at his risk. For the purpose hereof, **Entitlement Date** means the due date for the distribution of cash or cash settlement of securities as determined by the Terms and Conditions of such Registered Note or as set out in the applicable Conditions Supplement of such Registered Note, as the case may be. Payment of the interest due in respect of each Registered Note on redemption and the final instalment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

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

None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

***(e) General provisions applicable to payments***

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

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

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

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

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

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

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

***(f) Payment Day***

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

***(g) Interpretation of principal***

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

(i) Final Redemption Amount;

(ii) Early Redemption Amount;

(iii) Optional Redemption Amount (if any);

(iv) Minimum Redemption Amount (if any);

(v) Higher Redemption Amount (if any);

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

(vii) Credit Event Redemption Amount;

(viii) Amortised Face Amount;

(ix) Asset Amount; and

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

**5. Redemption**

***(a) Redemption at maturity***

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

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

***(b) Redemption for taxation reasons***

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified in the applicable Conditions Supplement, at any time, on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 11(a) (*Gross-Up*) as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, or generally accepted practice of any authority thereof or therein or any change in the application or official interpretation of such laws or regulations, or the Notes do not qualify as "qualifying debt securities" for the purposes of the Income Tax Act, Chapter 134 of Singapore, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal and Paying Agent a certificate signed by a duly authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

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

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

If Issuer Call is specified as applicable in the applicable Conditions Supplement, the Issuer may, having given not less than 15 nor more than 30 days' notice to the Noteholders or such other period of notice as is specified in the applicable Conditions Supplement in accordance with Condition 17

(*Notices*) (which notice shall be irrevocable and shall specify the applicable Optional Redemption Date fixed for redemption), redeem the Notes, subject to, and in accordance with, the terms specified in the applicable Conditions Supplement, in whole or in part, then outstanding at the Optional Redemption Amount specified in the applicable Conditions Supplement in respect of such Note and/or, where redemption shall take place by way of physical settlement instead of cash settlement, by Physical Settlement in accordance with the provisions of Condition 7(b) (*Equity Linked Notes — Physical Settlement*) or Condition 9(c) (*Credit Linked Notes — Physical Settlement*) or as otherwise specified in, or determined in the manner specified in, the applicable Conditions Supplement, on any Optional Redemption Date specified in, or determined in the manner specified in, the applicable Conditions Supplement. In the case of a partial redemption of Notes, the provisions of Condition 5(i) (*Partial redemption of Notes*) shall apply. Any partial redemption must be of a principal amount not less than the Minimum Redemption Amount or not more than a Higher Redemption Amount, in each case if specified in the applicable Conditions Supplement.

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

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

*(ii) Exercise of put*

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

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

*(iii)* *Consequence of exercise of put option*

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

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

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

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

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

***(f)*** ***Late payment on Zero Coupon Notes***

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to this Condition 5(f) (*Late payment on Zero Coupon Notes*) or upon its becoming due and repayable as provided in Condition 13 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the Amortised Face Amount as though the reference therein to the date fixed for the redemption was replaced by reference to the date which is the earlier of:

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

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

***(g)*** ***Instalments***

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

***(h) Cancellation***

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

***(i) Partial redemption of Notes***

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

***(j) Other redemption***

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

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

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

**7. Equity Linked Notes**

***(a) Redemption***

*(i) Redemption of Equity Linked Redemption Notes*

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

Redemption Amount and/or by delivery of the Asset Amount in accordance with the provisions of Condition 7(b) (*Physical Settlement*) on the terms set out in the applicable Conditions Supplement, in each case on the Maturity Date (or such other date as may be specified in the applicable Conditions Supplement).

***(b) Physical Settlement***

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

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

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

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

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

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

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

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

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

(2) in the case of Notes represented by a Global Note, specify the principal amount of Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear, Clearstream, 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 (as defined below);

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

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

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

No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear, Clearstream, 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 principal amount of Notes according to its books or other official records.

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

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

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

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

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

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

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

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

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

***(c) Adjustments for Underlying Equities***

*(i) Potential Adjustment Events*

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

Agent, be withheld from or paid or otherwise incurred by the Issuer in connection with such Potential Adjustment Event.

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

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

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

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

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

*(iii) Extraordinary Fund Event*

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

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

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

*(iv) Change in Law*

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

of that adjustment.

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

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

*(v) Hedging Disruption*

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

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

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

***(d) Substitution of Underlying Equities***

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

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

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

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

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

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

***(e) Correction of Price***

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

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

(ii) one Settlement Cycle after the original publication,

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

**8. Index Linked Notes**

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

***(a) Redemption***

*(i) Redemption of Index Linked Redemption Notes*

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

***(b) Adjustments for Indices***

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

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

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

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

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

the Notes, at the Early Redemption Amount. In the selection of another index to replace the Affected Index, the Issuer may, but is not obliged to, take into account the composition and constituents of the index, the index rules and any other factors and considerations as the Issuer deems applicable and appropriate.

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

*(iii)* *Change in Law*

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

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

*(iv)* *Hedging Disruption*

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

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

***(c)*** ***Correction of Index levels***

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

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

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

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

***(d)*** ***Index Disclaimer***

The Noteholders agree and acknowledge that the Notes are not sponsored, endorsed, sold or promoted by the Index or the Index Sponsor and no Index Sponsor makes any representation

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

## 9. Credit Linked Notes

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

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

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

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

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

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

### *(a) Redemption*

(i) Unless (i) previously redeemed or purchased and cancelled, (ii) a Maturity Date Extension Event has occurred, (iii) an Event Determination Date has occurred in respect of any Reference Entity prior to the later of (I) the expiry of the Notice Delivery Period or (II) the expiry of the Post Dismissal Additional Period and has not been reversed on or prior to the relevant Auction Final Price Determination Date, final Valuation Date, Physical Settlement Date (or, if earlier, Delivery Date), or the Maturity Date as applicable or (iv) Condition 9(j) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*) applies, subject to Condition 9(s) (*Adjustments following a Constraint Event*), each Credit Linked Redemption Note will be redeemed by the Issuer by payment of the Final Redemption Amount specified in, or determined in the manner specified in, the applicable Conditions Supplement in the relevant Specified Currency on the Scheduled Maturity Date.

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

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

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

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

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

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

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

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

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

***(b) Cash Settlement***

(i) If (1) Cash Settlement is specified as the Settlement Method in the applicable Conditions Supplement (or if Cash Settlement is specified as the Fallback Settlement Method, or no Fallback Settlement Method is specified in the Conditions Supplement, and in each case

Condition 9(d) (*Auction Settlement*) requires that the Issuer redeem the Notes in accordance with this Condition 9(b) (*Cash Settlement*)) and (2) an Event Determination Date has occurred during either the Notice Delivery Period or the Post Dismissal Additional Period, the Issuer shall give notice (such notice a **Cash Settlement Notice**) to the Noteholders following the final Valuation Date in accordance with Condition 17 (*Notices*) of the redemption of the Notes and the Credit Event Redemption Date, and provided that the related Event Determination Date has not been reversed on or prior to the final Valuation Date, subject to Condition 9(s) (*Adjustments following a Constraint Event*), on the Credit Event Redemption Date the Issuer shall redeem the Notes in accordance with sub-paragraph (ii) in this Condition 9(b) (*Cash Settlement*).

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

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

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

***(c) Physical Settlement***

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

(ii) Each Note shall be redeemed by the Issuer by Delivery, in respect of each principal amount of the Notes equal to the Calculation Amount, of the Deliverable Obligations comprised in the Asset Amount on the relevant Settlement Date, in accordance with and subject to Conditions

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

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

(iv) If Mod R is specified as applicable in the Conditions Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Deliverable Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental

Intervention, a Deliverable Obligation may be included in the Asset Amount only if it (X) is a Fully Transferable Obligation and (Y) has a final maturity date not later than the applicable Restructuring Maturity Limitation Date in each case as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements.

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

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

***(d) Auction Settlement***

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

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

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

(A) an Auction Cancellation Date occurs;

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

(C) a DC Credit Event Question Dismissal occurs;

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

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

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

then:

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

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

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

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

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

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

***If an Event Determination Date has occurred and the Notes become redeemable in accordance with this Condition 9(d) (Auction Settlement), subject to Condition 9(s) (Adjustments following a Constraint Event), upon payment of the Auction Credit Event Redemption Amounts***

***in respect of the Applicable Percentage of the Notes the Issuer shall have discharged its obligations in respect of the Applicable Percentage of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Auction Credit Event Redemption Amount may be less than the principal amount and interest accrued in respect of the Notes and in the worst case scenario, may be zero. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.***

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

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

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

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

Provided Further That if

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

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

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

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

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

(iv) If:

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

(B) if an Interest Payment Date falls in a Suspension Period, such Interest Payment Date will be deferred until such date as determined by the Calculation Agent falling no earlier than the first Interest Payment Date and no later than the fifth Business Day following the end of the Suspension Period.

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

***(f) Repudiation/Moratorium Extension***

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

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

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

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

ii. in the case of interest bearing Notes only, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Period End Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment

of interest on the fifth Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Maturity Date and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay, or

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

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

***(g) Grace Period Extension***

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

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

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

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

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

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

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

***(h) Credit Derivatives DC Extension***

(i) If, in the determination of the Calculation Agent, a Potential Credit Event has occurred and the Credit Derivatives Determinations Committee has not made its determination on or prior to the Scheduled Maturity Date or any Interest Payment Date then the Calculation Agent shall notify the Noteholders in accordance with Condition 17 (*Notices*) that the Maturity Date or relevant Interest Payment Date has been postponed to a date (the **DC Determination Cut-off Date**) (i) on which a relevant DC Resolution is made or (ii) which is the last day of the Post Dismissal Additional Period where a relevant DC Credit Event Question Dismissal occurs, and,

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

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

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

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

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

Additional Period will apply; or

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

***(i) Additional Maturity Date and Interest Payment Date Extension***

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

without prejudice to Condition 9(e)(ii), Condition 9(f), Condition 9(g) and Condition 9(h), if on (A) the Scheduled Maturity Date or any Interest Payment Date, (B), if applicable, the Repudiation/Moratorium Evaluation Date, (C) if Grace Period Extension is specified as applying in the Conditions Supplement, the Grace Period Extension Date, (D) the last day of the Notice Delivery Period or (E) the DC Determination Cut-off Date, as the case may be, an Event Determination Date has not occurred but, in the determination of the Calculation Agent, a Credit Event or Potential Credit Event may have occurred, the Calculation Agent may at its option notify the Noteholders in accordance with Condition 17 (*Notices*) that the Maturity Date, the relevant Interest Payment Date, the Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be, has been postponed to a date (such date the **Postponed Maturity Date** or, in the case of an Interest Payment Date, the **Postponed Interest Payment Date**) specified in such notice falling fifteen (15) Business Days after the Scheduled Maturity Date, the relevant Interest Payment Date, the previous Repudiation/ Moratorium Evaluation Date or Grace Period Extension Date, or the last day of the Notice Delivery Period or the DC Determination Cut-off Date, as the case may be, or if such day is not a Business Day the immediately succeeding Business Day, and:

where:

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

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

   b. in the case of interest bearing Notes only the Issuer shall be obliged to pay interest calculated as provided herein accruing from (and including) the Interest Period End Date immediately preceding the Scheduled Maturity Date or, if none, the Interest Commencement Date to (but excluding) the Scheduled Maturity Date but shall only be obliged to make such payment of interest on the fifth Business Day following the Postponed Maturity Date

and no further or other amount in respect of interest shall be payable and no additional amount shall be payable in respect of such delay; or

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

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

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

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

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

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

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

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

(II) if the Notes are redeemed pursuant to Condition 9(c) (*Physical Settlement*), Deliverable Obligations (rounded up to the nearest whole number or denomination or other minimum amount in which the relevant Deliverable Obligations may be Delivered) with an Outstanding Principal Balance or Due and Payable Amount (rounded up to the nearest whole number or denomination or other minimum amount in which the relevant Deliverable Obligations may be Delivered), as applicable, having a market value equal

to (or, where rounding upwards applies, greater than) the relevant EDD Adjustment Amount (if any) as of the relevant Delivery Date, as determined by the Calculation Agent in its sole and absolute discretion, shall be deducted to the fullest extent possible from the Asset Amount (or deducted from the Partial Cash Settlement Amount payable pursuant to Condition 9(n) (*Partial Cash Settlement*), if applicable). If the market value of the Outstanding Principal Balance or Due and Payable Amount of Deliverable Obligations so deducted is, due to rounding, greater than the relevant EDD Adjustment Amount, the Issuer shall pay an amount determined by the Calculation Agent in its sole and absolute discretion to Noteholders as soon as reasonably practicable in respect of the excess portion of such Deliverable Obligations; or

(B) a DC No Credit Event Announcement occurs following the determination of an Event Determination Date but prior to the related Auction Final Price Determination Date, a Valuation Date or, the Physical Settlement Date (or, if earlier, a Delivery Date), as applicable, then the Event Determination Date originally determined for the purposes of the Notes shall be deemed not to have occurred (an **Event Determination Date Reversal**). The occurrence of an Event Determination Date Reversal shall not prejudice the occurrence or determination of any subsequent Event Determination Date(s) in relation to the relevant Reference Entity (if applicable). Notwithstanding Condition 3(c) (*Accrual of Interest*) and Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension*), each Note shall recommence to accrue interest (in accordance with Condition 3 (*Interest*)) from the Interest Period End Date (the **Interest Recommencement Date**) immediately following the DC No Credit Event Announcement, and an amount equal to the Additional EDD Interest Amount shall be payable on such Interest Recommencement Date. For the avoidance of doubt, in no circumstances shall interest accrue on any Note on or after the Scheduled Maturity Date (unless Condition 3(c) (*Accrual of Interest*) applies and upon due presentation of a Note for redemption payment of principal is withheld by the Issuer due to the Issuer's wilful default or gross negligence).

***(k) Succession***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Where a Succession Date has occurred in respect of a Reference Entity (each such Reference Entity, a **Succession Event Reference Entity** and the Reference Entities unaffected by such Succession Date or any previous Succession Date, the **Non-Succession Event Reference Entities**) and more than one Successor has been identified by the Calculation Agent, each Note will subsequently reference

a number of Baskets (each a **New Basket**) equal to the number of Successors, and each Successor (each a **Successor Reference Entity**) will be a Reference Entity for the purposes of one of the New Baskets and each of the Non-Succession Event Reference Entity shall be a Reference Entity for the purposes of each and every one of the New Baskets. The Aggregate Nominal Amount of the Notes shall be apportioned equally between each New Basket (each portion a **New Basket Nominal Amount**). Thereafter, the occurrence of the first Credit Event will be assessed separately for each New Basket and only the occurrence of an Event Determination Date in respect of a Reference Entity in a New Basket will cause the Notes to be redeemed in part in a proportion which the New Basket Nominal Amount bears to the Aggregate Nominal Amount of the Notes as of the Issue Date (the **New Basket Relevant Proportion**).

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

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

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

(C) Following a partial redemption of the Notes pursuant to this sub-paragraph (vi), interest shall accrue on the remaining outstanding principal amount of the Notes immediately following the partial redemption (the **New Basket Outstanding Principal Amount**) as provided for in these Conditions (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate) and the Calculation Agent shall continue to assess the occurrence of an Event Determination Date in respect of any Reference Entity for the purposes of the remaining New Baskets and the New Basket Outstanding Principal Amount in accordance with this Condition 9(k)(vi) (*Succession – Where the Notes are First-to-Default Credit Linked Notes*).

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

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

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

New Basket Nominal Amount for the relevant New Basket bears to the Aggregate Nominal Amount of the Notes as of the Issue Date (the **New Basket Relevant Proportion**).

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

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

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

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

(C) Following a partial redemption of the Notes pursuant to this sub-paragraph (vii), interest shall accrue on the remaining outstanding principal amount of the Notes immediately following the partial redemption (the **New Basket Outstanding Principal Amount**) as provided for in these Conditions (adjusted in such manner as the Calculation Agent in its sole and absolute discretion determines to be appropriate) and the Calculation Agent shall continue to assess the occurrence of an Event Determination Date in respect of the $N^{th}$ Reference Entity for the purposes of the remaining New Baskets and the New Basket Outstanding Principal Amount in accordance with this Condition 9(k)(vii) (*Succession – Where the Notes are $N^{th}$-to-Default Credit Linked Notes*).

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

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

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

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

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

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

(xiii) Notwithstanding any other provisions in this Condition 9(k) (*Succession*), the Calculation Agent shall be entitled to make additional determinations (including without limitation as to the division of the Credit Linked Notes) and adjustments to the Conditions and to the applicable Conditions Supplement relating to, connected with, or as a result of, a Succession Date and identification of one or more Successors. Any such determinations and adjustments shall be made by the Calculation Agent in its sole and absolute discretion (provided that if such determinations have been made by the relevant Credit Derivatives Determinations Committee, then the Calculation Agent shall, unless (x) otherwise provided for in the applicable Conditions Supplement or (y) Calculation Agent Determination is specified as applicable in the applicable Conditions Supplement, be bound by such determinations) and, in the absence of manifest error, shall be conclusive and binding on all Noteholders. The applicable Conditions Supplement may be amended and restated at such time to reflect the effect of a Succession Date and identification of one or more Successors without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes.

***(l) Restructuring Credit Event***

(i) If (A) Restructuring is specified in the applicable Conditions Supplement as being an applicable Credit Event; (B) either Mod R Applicable or Mod Mod R Applicable is specified in the applicable Conditions Supplement and (C) a Restructuring Credit Event occurs, then

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

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

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

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

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

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

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

(viii) If the provisions of this Condition 9(l) (*Restructuring Credit Event*) apply in respect of the Notes, on redemption of part of each such Note, the relevant Note or, if the Notes are

represented by a Global Note, such Global Note shall be endorsed to reflect such partial redemption.

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

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

***(m) Physical Delivery***

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

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

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

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

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

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

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

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

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

(B) in the case of Notes represented by a Global Note, specify the principal amount of Notes which are the subject of such notice and the number of the Noteholder's account at Euroclear, Clearstream, 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;

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

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

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

(v) No Asset Transfer Notice may be withdrawn after receipt thereof by Euroclear, Clearstream, 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.

(vi) 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 principal amount of Notes according to its books or other official records.

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

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

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

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

PROVIDED FURTHER THAT:

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

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

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

***(n) Partial Cash Settlement***

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

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

(ii) If:

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

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

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

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

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

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

***(o) Transaction Type Standard Terms***

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

***(p) Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)"***

If this Condition 9(p) *(Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)")* is specified as applicable in the applicable Conditions Supplement, the following provisions will apply:

*(i)* *Obligation and Deliverable Obligation*. Paragraph (a) of the definition of "Obligation" in Condition 23 (*Definitions*) and paragraph (a) of the definition of "Deliverable Obligation" in Condition 23 (*Definitions*) are hereby amended by adding "or Qualifying Policy" after "or as provider of a Relevant Guarantee".

*(ii)* *Interpretation of Provisions*. In the event that an Obligation or a Deliverable Obligation is a Qualifying Policy, the terms of paragraph (ii)(D) of the definition of "Deliverable Obligation" in Condition 23 (*Definitions*) will apply, with references to the Relevant Guarantee, the Underlying Obligation and the Underlying Obligor deemed to include the Qualifying Policy, the Insured Instrument and the Insured Obligor, respectively, except that:

(A) the Obligation Category Borrowed Money and the Obligation Category and Deliverable Obligation Category Bond shall be deemed to include distributions payable under an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the Deliverable Obligation Category Bond shall be deemed to include such an Insured Instrument, and the terms "obligation" and "obligor" as used in this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*) in respect of such an Insured Instrument shall be construed accordingly;

(B) references in the definitions of Assignable Loan and Consent Required Loan to "the guarantor" and "guaranteeing" shall be deemed to include "the insurer" and "insuring", respectively;

(C) neither the Qualifying Policy nor the Insured Instrument must satisfy on the relevant date the Deliverable Obligation Characteristic of Accelerated or Matured, whether or not that characteristic is otherwise specified as applicable in the applicable Conditions Supplement;

(D) if the Assignable Loan, Consent Required Loan, Direct Loan Participation or Transferable Deliverable Obligation Characteristics are specified in the applicable Conditions Supplement and if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument;

(E) with respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "maturity", as such term is used in the Maximum Maturity Deliverable Obligation Characteristic, shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur;

(F) with respect to a Qualifying Policy and an Insured Instrument, only the Qualifying Policy must satisfy on the relevant date or dates the "Not Subordinated" Obligation Characteristic or Deliverable Obligation Characteristic, if applicable.

*(iii)* *Outstanding Principal Balance*. References in paragraph (a) of the definition of Outstanding Principal Balance to a Guarantee, the Underlying Obligation and the Underlying Obligor shall be deemed to include a Qualifying Policy, the Insured Instrument and the Insured Obligor respectively. Any provisions of an Insured Instrument limiting recourse in respect of such Insured Instrument to the proceeds of specified assets (including proceeds subject to a priority of payments) or reducing the amount of any Instrument Payments owing under such Insured Instrument shall be disregarded for the purposes of paragraph (b)(ii) of the definition of Outstanding Principal Balance provided that such provisions are not applicable to the Qualifying Policy by the terms thereof and the Qualifying Policy continues to guarantee or insure, as applicable, the Instrument Payments that would have been required to be made absent any such limitation or reduction.

*(iv)* *Deliver*. For the purposes of the definition of "Deliver" in Condition 23 (*Definitions*), "Deliver" with respect to an obligation that is a Qualifying Policy means to Deliver both the Insured Instrument and the benefit of the Qualifying Policy (or a custodial receipt issued by an internationally recognised custodian representing an interest in such an Insured Instrument and the related Qualifying Policy), and "Delivery" and "Delivered" will be construed accordingly.

*(v)* *Provisions for Determining a Successor.* Paragraph (a) and the last two paragraphs appearing at the end of paragraph (b) of the definition of Successor are hereby amended by adding "or Qualifying Policy" after each occurrence of "a Relevant Guarantee". The paragraph appearing at the end of paragraph (b) of the definition of Successor is hereby amended by adding "or provider of a Qualifying Policy" after "as guarantor or guarantors".

*(vi)* *Original Non-Standard Reference Obligation, Substitute Reference Obligation and Substitution Event.* The definition of Original Non-Standard Reference Obligation, paragraph (c)(i) of the definition of Substitute Reference Obligation and paragraph (b)(ii) of the definition of Substitution Event are hereby amended by adding "or Qualifying Policy" after "a guarantee".

*(vii)* *Restructuring*.

(1) With respect to an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest or a Qualifying Policy with respect thereto, paragraphs (a) to (e) inclusive of the definition of "Restructuring" in Condition 23 (*Definitions*) are hereby amended to read as follows:

(a) a reduction in the rate or amount of the Instrument Payments in paragraph (A)(x) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);

(b) a reduction in the amount of the Instrument Payments described in paragraph (A)(y) of the definition thereof that are guaranteed or insured by the Qualifying Policy (including by way of redenomination);

(c) a postponement or other deferral of a date or dates for either (A) the payment or accrual of the Instrument Payments described in paragraph (A)(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).

(2) Paragraph (iv) of the definition of "Restructuring" in Condition 23 (*Definitions*) is hereby amended by adding "or, in the case of a Qualifying Policy and an Insured Instrument, where (A) the Qualifying Policy continues to guarantee or insure, as applicable, that the same Instrument Payments will be made on the same dates on which the Qualifying Policy guaranteed or insured that such Instrument Payments would be made prior to such event and (B) such event is not a change in the ranking in the priority of payment of the Qualifying Policy" at the end thereof.

(3) The definition of "Restructuring" in Condition 23 (*Definitions*) is hereby amended by the insertion of the following paragraph after the final paragraph thereof:

"For the purposes of the definitions of "Restructuring" and "Multiple Holder Obligation" in Condition 23 (*Definitions*), the term Obligation shall be deemed to include Insured Instruments for which the Reference Entity is acting as provider of a Qualifying Policy. In the case of a Qualifying Policy and an Insured Instrument, references to the Reference Entity in paragraphs (a) to (e) inclusive of the definition of "Restructuring" shall be deemed to refer to the Insured Obligor and the reference to the Reference Entity in paragraphs (i) to (iv) inclusive in the definition of "Restructuring" shall continue to refer to the Reference Entity."

(viii) *Fully Transferable Obligation and Conditionally Transferable Obligation*. In the event that M(M)R Restructuring is specified as applying in the applicable Conditions Supplement and a Fully Transferable Obligation or Conditionally Transferable Obligation is a Qualifying Policy, the Insured Instrument must meet the requirements of the relevant definition and, if the benefit of the Qualifying Policy is not transferred as part of any transfer of the Insured Instrument, the Qualifying Policy must be transferable at least to the same extent as the Insured Instrument. References in the definition of Conditionally Transferable Obligation to the guarantor and guaranteeing shall be deemed to include the insurer and insuring, respectively. With respect to an Insured Instrument in the form of a pass-through certificate or similar funded beneficial interest, the term "final maturity date", as such term is used in Condition 9(c) (*Physical Settlement*) and the definition of "Restructuring Maturity Limitation Date", shall mean the specified date by which the Qualifying Policy guarantees or insures, as applicable, that the ultimate distribution of the Certificate Balance will occur.

(ix) *Other Provisions*. For purposes of the definitions of "Prohibited Action", "Credit Event" and "Deliver" in Condition 23 (*Definitions*), references to the "Underlying Obligation" and the "Underlying Obligor" shall be deemed to include "Insured Instruments" and the "Insured Obligor", respectively.

(x) *Additional Definitions*.

**Qualifying Policy** means a financial guarantee insurance policy or similar financial guarantee pursuant to which a Reference Entity irrevocably guarantees or insures all Instrument Payments of an instrument that constitutes Borrowed Money (modified as set forth in this Condition 9(p) (*Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)"*) (the **Insured Instrument**) for which another party (including a special purpose entity or trust) is the obligor (the **Insured Obligor**). Qualifying Policies shall exclude any arrangement (i) structured as a surety bond, letter of credit or equivalent legal arrangement or (ii) pursuant to the express contractual terms of which the payment obligations of the Reference Entity can be discharged or reduced as a result of the occurrence or non-occurrence of an event or circumstance (other than the payment of Instrument Payments). The benefit of a Qualifying Policy must be capable of being Delivered together with the Delivery of the Insured Instrument.

**Instrument Payments** means (A) in the case of any Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, (x) the specified periodic distributions in respect of interest or other return on the Certificate Balance on or prior to the ultimate distribution of the Certificate Balance and (y) the ultimate distribution of the Certificate Balance on or prior to a specified date and (B) in the case of any other Insured Instrument, the scheduled payments of principal and interest, in the case of both (A) and (B) (1) determined without regard to limited recourse or reduction provisions of the type described in paragraph (d) below and (2) excluding sums in respect of default interest, indemnities, tax gross-ups, make-whole amounts, early redemption premiums and other similar amounts (whether or not guaranteed or insured by the Qualifying Policy).

**Certificate Balance** means, in the case of an Insured Instrument that is in the form of a pass-through certificate or similar funded beneficial interest, the unit principal balance, certificate balance or similar measure of unreimbursed principal investment.

***(q) Calculation Agent and Calculation Agent Notices***

Whenever the Calculation Agent is required to act or exercise judgment, it will do so in good faith and in a commercially reasonable manner. The Calculation Agent shall, as soon as practicable after making any determination pursuant to this Condition 9 (*Credit Linked Notes*), notify the Issuer and, if required by this Condition 9 (*Credit Linked Notes*), the Noteholders of such determination, provided that failure to notify the Issuer or, if applicable, the Noteholders shall not invalidate the determination. The Calculation Agent is not acting as a fiduciary for or as an advisor to the Noteholders in respect of its duties as Calculation Agent in connection with any Notes.

The determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or

permitted to be determined, formed or exercised by the Calculation Agent pursuant to this Condition 9 (*Credit Linked Notes*) shall (in the absence of manifest error) be final and binding on the Issuer and the Noteholders. Whenever the Calculation Agent is required to make any determination it may, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Notes, the Calculation Agent shall act in its sole and absolute discretion. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes including, without limitation, the giving of any notice by it to any person, shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent and the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability in respect of, or consequent upon, any such delay, deferral or forbearance.

In relation to the delivery by the Calculation Agent to the Issuer of any notice pursuant to this Condition 9 (*Credit Linked Notes*), a notice will be effective when given, regardless of the form in which it is delivered. A notice given by telephone will be deemed to have been delivered at the time the telephone conversation takes place. If the notice is delivered by telephone, a written confirmation will be executed and delivered confirming the substance of that notice within one Calculation Agent City Business Day of that notice. Failure to provide that written confirmation will not affect the effectiveness of that telephonic notice.

For the purposes of determining the day on which an event occurs for purposes of these Conditions, the Calculation Agent will determine the demarcation of days by reference to the CLN Relevant Time irrespective of the time zone in which such event occurred. Any event occurring at midnight shall be deemed to have occurred immediately prior to midnight.

In addition, if a payment is not made by the Reference Entity on its due date or, as the case may be, on the final day of the relevant Grace Period, then such failure to make a payment shall be deemed to have occurred on such day prior to midnight at the CLN Relevant Time, irrespective of the time zone of its place of payment.

The Calculation Agent may from time to time amend any provision of these Credit Linked Note Conditions or the Notes to incorporate and/or reflect further or alternative documents from time to time published by DC Secretary with respect to the settlement of credit derivative transactions and/or the operation or application of determinations by the ISDA Credit Derivatives Determinations Committees which the Calculation Agent and the Issuer determine in a commercially reasonable manner are necessary to reflect market practice for credit derivative transactions. The applicable Conditions Supplement may be amended and restated from time to time to reflect such changes in market convention without the consent of the Noteholders and the Noteholders are deemed to agree to this provision by the purchase of the Notes. Any amendment made in accordance with this paragraph shall be notified to the Noteholders in accordance with Condition 17 (*Notices*).

***(r) Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method***

In the event that a protocol setting out an alternative settlement or valuation method is published by ISDA (a **Protocol**) in relation to a Reference Entity, the Calculation Agent may in its sole discretion determine whether to follow some or all of the terms of such Protocol for purposes of this Condition 9 (*Credit Linked Notes*).

Notwithstanding any other provisions in this Condition 9 (*Credit Linked Notes*), in the event that the Calculation Agent decides to adhere to a Protocol, the Calculation Agent may adjust such terms of this Condition 9 (*Credit Linked Notes*) as it deems appropriate to reflect some or all of the relevant settlement, valuation and other provisions of the Protocol. These may include, without limitation, adjustments in relation to the determination of any Credit Event Redemption Amount, any Final Price or any Asset Amount or determining Cash Settlement rather than Physical Settlement shall apply or vice versa. Nothing in this Condition 9(r) (*Adherence to ISDA Protocols in Relation to Alternative Settlement or Valuation Method*) should be taken as requiring the Calculation Agent to follow the terms of any Protocol.

***(s) Adjustments following a Constraint Event***

*(i) Action following a Constraint Event*

If Constraint Event provisions are specified as applying in the applicable Conditions Supplement and the Calculation Agent determines that a Constraint Event has occurred or exists at any time on or prior to the Scheduled Maturity Date or any other day on which any payment or delivery is due in respect of the Notes, the Issuer in its sole and absolute discretion may, subject as provided below, take the action specified in any of (A), (B) or (C) below:

(A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the Final Redemption Amount and/or any other amount falling due and/or any other terms of these Conditions and/or the applicable Conditions Supplement to account for such Constraint Event, and determine the effective date of that adjustment; or

(B) where Constraint Event Early Redemption is specified as applying in the applicable Conditions Supplement, give notice to Noteholders in accordance with Condition 17 (*Notices*) and redeem all, but not some only, of the Notes, at the Early Redemption Amount on the Early Redemption Date, in each case, specified in such notice; or

(C) where Constraint Event Early Redemption is not specified as applying in the applicable Conditions Supplement, give notice to the Noteholders (in accordance with Condition 17 (*Notices*)), designate the Notes as "Suspended Notes" and specify the effective date thereof (the **Suspension Date**). The Issuer shall have no obligation to make any payment or perform any other obligation in respect of the Notes while the Notes are Suspended Notes and, subject as provided below, any such payment or other performance shall be postponed to no later than the tenth Business Day following the Cessation Date (as defined below). No additional interest or any other payment or compensation shall be due to Noteholders as a result of any such delay. The Notes shall remain Suspended Notes until the relevant Constraint Event ceases to exist and the Issuer notifies the cessation of such Constraint Event to Noteholders in accordance with Condition 17 (*Notices*) (the effective date of such notification the **Cessation Date**) provided that if in the determination of the Calculation Agent the relevant Constraint Event continues to exist on the second anniversary of the Suspension Date (the **Suspension Cut-Off Date**), the Suspended Notes shall expire worthless and shall be cancelled by the Issuer in which case all obligations of the Issuer to the Noteholders in respect of the Notes shall be discharged and the Noteholders shall have no further recourse to the Issuer in respect of the Notes.

Without prejudice to the foregoing, following any Cessation Date the Issuer may require the Calculation Agent to determine in its sole and absolute discretion, any adjustment to one or more of the Final Redemption Amount and/or any other amount falling due and/or any other terms of these Conditions and/or the applicable Conditions Supplement necessary or appropriate in order to determine any such amounts or other obligations due or to be performed in respect of the Notes, taking into account, without limitation, the occurrence of the relevant Constraint Event and the effect of any delay pursuant to this Condition.

If delivery of any assets is made later than the originally scheduled due date for delivery as a result of the occurrence of a Constraint Event, until delivery is made to the Noteholders, none of the Issuer, the Calculation Agent or any other person shall at any time (i) be under any obligation to deliver or procure delivery to the Noteholders or any subsequent transferee any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in respect of such assets, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such assets or (iii) be under any liability to the Noteholders or any subsequent transferee in respect of any loss or damage which the Noteholders or subsequent transferees may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner of such assets until the date of delivery.

*(ii) Definition of Constraint Event*

Subject as provided below, for the purposes of this Condition, **Constraint Event** means any of:

(A) if **General Inconvertibility** is specified as applying in the applicable Conditions Supplement, the occurrence of any event that generally makes it impossible or not reasonably practicable to convert the Local Currency into the Specified Currency in any Relevant Jurisdiction through customary legal channels;

(B) if **Specific Inconvertibility** is specified as applying in the applicable Conditions Supplement, the occurrence of any event that makes it impossible or not reasonably practicable for any Reference Entity and/or any Hedging Party to convert the Local Currency into the Specified Currency in any Relevant Jurisdiction, other than where such impossibility or impracticality is due solely to the failure by such Reference Entity and/or Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible or not reasonably practicable for such Reference Entity and/or Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation);

(C) if **General Non-Transferability** is specified as applying in the applicable Conditions Supplement, the occurrence of any event that generally makes it impossible or not reasonably practicable to deliver (a) the Specified Currency from accounts inside any Relevant Jurisdiction to accounts outside such Relevant Jurisdiction or (b) the Local Currency between accounts inside the Relevant Jurisdiction or to a party that is a non-resident of such Relevant Jurisdiction;

(D) if **Specific Non-Transferability** is specified as applying in the applicable Conditions Supplement, the occurrence of any event that makes it impossible or not reasonably practicable for any Reference Entity and/or any Hedging Party to deliver (a) the Local Currency from accounts inside any Relevant Jurisdiction to accounts outside such Relevant Jurisdiction or (b) the Local Currency between accounts inside any Relevant Jurisdiction or to a party that is a non-resident of such Relevant Jurisdiction, other than where such impossibility or impracticality is due solely to the failure by such Reference Entity and/or Hedging Party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible or not reasonably practicable for such Reference Entity and/or Hedging Party, due to an event beyond its control, to comply with such law, rule or regulation);

(E) if **Nationalisation** is specified as applying in the applicable Conditions Supplement, any expropriation, confiscation, requisition, nationalisation or other action is taken by a Governmental Authority which deprives any Reference Entity and/or Hedging Party of all or substantially all of its assets in any Relevant Jurisdiction;

(F) if **Hedging Disruption** is specified as applying in the applicable Conditions Supplement, the Issuer determines that any arrangements entered into by any Hedging Party in order to hedge the Issuer's obligations in respect of the Notes in whole or in part cannot reasonably be established, maintained or re-established; or

(G) if **Downgrade** is specified as applying in the applicable Conditions Supplement, the Credit Rating in respect of any Downgrade Obligation is lower than the relevant Specified Rating or any Downgrade Obligation is no longer rated by the relevant Rating Agency. If a Downgrade Obligation no longer exists, the Calculation Agent may, in its sole and absolute determination, identify a substitute Downgrade Obligation that ranks equal in priority of payment with the Downgrade Obligation and is issued or guaranteed (as to both principal and interest or other similar payments if applicable) by the same entity as the issuer of the Downgrade Obligation immediately prior to such substitution. The Calculation Agent may make such adjustments to the Conditions and/or the applicable Conditions Supplement to take account of any such substitution, including an adjustment in relation to the relevant Specified Rating and Rating Agency. If the Downgrade Obligation is a Reference Obligation for the purposes of this Condition 9 (*Credit Linked Notes*), the Calculation Agent may, without limitation, select the relevant successor Reference Obligation determined pursuant to this Condition 9 (*Credit Linked Notes*) as the successor Downgrade

Obligation. The Issuer shall give notice to Noteholders in accordance with Condition 17 (*Notices*) of any such substitution and the effective date thereof.

*(iii)* *Other Relevant Definitions*

For the purposes of this Condition 9(s) (*Adjustments following a Constraint Event*):

**Credit Rating** means, in relation to a Downgrade Obligation, the rating assigned to such Downgrade Obligation by the relevant Rating Agency (irrespective of whether such rating is under review with positive or negative implications).

**Downgrade Obligation**, in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

**Hedging Party** means the Issuer and/or any Affiliate and/or any other party which conducts hedging arrangements in respect of the Issuer's obligations in respect of the Notes from time to time.

**Governmental Authority** means any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Entity or of the jurisdiction of organisation of a Reference Entity or of any Relevant Jurisdiction, as applicable.

**Local Currency** means, in relation to General Inconvertibility, Specific Inconvertibility, General Non-Transferability or Specific Non-Transferability, the currency specified as such in relation to such event in the applicable Conditions Supplement and any successor currency as determined by the Calculation Agent.

**Rating Agency**, in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

**Reference Entity** means each Reference Entity as such term is defined in Condition 23 (*Definitions*).

**Relevant Jurisdiction** means, in relation to General Inconvertibility, Specific Inconvertibility, General Non-Transferability or Specific Non-Transferability or Nationalisation, the jurisdiction or jurisdictions specified as such in the applicable Conditions Supplement in relation to such event and the expression Relevant Jurisdiction includes any territory or political subdivision thereof.

**Specified Currency** means the currency specified as such in the Conditions Supplement.

**Specified Rating**, in relation to a Downgrade, is as specified in the applicable Conditions Supplement.

***(t)*** ***Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)***

If this Condition 9(t) (*Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)*) is specified as applicable in the applicable Conditions Supplement, the following provisions will apply:

(i) Multiple Holder Obligation will be Not Applicable with respect to any Reference Obligation (and any Underlying Loan).

(ii) Each Reference Obligation will be an Obligation notwithstanding anything to the contrary in this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*), including but not limited to the definition of "Obligation" in Condition 23 (*Definitions*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

(iii) Each Reference Obligation will be a Deliverable Obligation notwithstanding anything to the contrary in this Condition 9 (*Credit Linked Notes*) and Condition 23 (*Definitions*), including but not limited to the definition of "Deliverable Obligation" in Condition 23 (*Definitions*), and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity.

(iv) For the avoidance of doubt with respect to any LPN Reference Obligation that specifies an Underlying Loan or an Underlying Finance Instrument, the Outstanding Principal Balance shall be determined by reference to the Underlying Loan or Underlying Finance Instrument (as applicable) relating to such LPN Reference Obligation.

(v) The "Not Subordinated" Obligation Characteristic and Deliverable Obligation Characteristic shall be construed as if no Reference Obligation was specified in respect of the Reference Entity.

*(vi) Relevant Definitions*

For the purpose of this Condition 9(t) (*Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)*):

**Additional LPN** means any bond issued in the form of a loan participation note (an **LPN**) by an entity (the **LPN Issuer**) for the sole purpose of providing funds for the LPN Issuer to (A) finance a loan to the Reference Entity (the **Underlying Loan**); or (B) provide finance to the Reference Entity by way of a deposit, loan or other Borrowed Money instrument (the **Underlying Finance Instrument**); provided that, (i) either (a) in the event that there is an Underlying Loan with respect to such LPN the Underlying Loan satisfies the Obligation Characteristics specified in respect of the Reference Entity; or (b) in the event that there is an Underlying Finance Instrument with respect to such LPN the Underlying Finance Instrument satisfies the Not Subordinated, Not Domestic Law and Not Domestic Currency Obligation Characteristics; (ii) the LPN satisfies the following Deliverable Obligation Characteristics: Transferable, Not Bearer, Specified Currency- Standard Specified Currencies, Not Domestic Law, Not Domestic Issuance; and (iii) the LPN Issuer has, as of the issue date of such obligation, granted a First Ranking Interest over or in respect of certain of its rights in relation to the relevant Underlying Loan or Underlying Finance Instrument (as applicable) for the benefit of the holders of the LPNs.

**Additional Obligation** means each of the obligations listed as an Additional Obligation of the Reference Entity in the Conditions Supplement or set forth on the relevant LPN Reference Obligations List, as published by Markit Group Limited, or any successor thereto, as of the Trade Date.

**First Ranking Interest** means a charge, security interest (or other type of interest having similar effect) (an **Interest**), which is expressed as being "first ranking", "first priority", or similar (**First Ranking**) in the document creating such Interest (notwithstanding that such Interest may not be First Ranking under any insolvency laws of any relevant insolvency jurisdiction of the LPN Issuer).

**LPN Reference Obligation** means each Reference Obligation other than any Additional Obligation. For the avoidance of doubt, any change to the issuer of an LPN Reference Obligation in accordance with its terms shall not prevent such LPN Reference Obligation from constituting a Reference Obligation. Each LPN Reference Obligation is issued for the sole purpose of providing funds for the Issuer to finance a loan to the Reference Entity. For the purposes of the Credit Linked Notes, each such loan shall be an Underlying Loan.

**Reference Obligation** means, as of the Trade Date, each of the obligations listed as a Reference Obligation of the Reference Entity in the Conditions Supplement or set forth on the relevant LPN Reference Obligations List (each, a **Markit Published LPN Reference Obligation**), as published by Markit Group Limited, or any successor thereto, as of the Trade Date, any Additional LPN and each Additional Obligation. Each Reference Obligation determined in accordance with the foregoing will be a Reference Obligation notwithstanding anything to the contrary in these Conditions, and in particular, notwithstanding that the obligation is not an obligation of the Reference Entity. Standard Reference Obligation shall be

Not Applicable. The proviso in the definition of Original Non-Standard Reference Obligation shall not apply.

It is intended that there may be more than one Reference Obligation, as a result of which all applicable references in these Conditions to "the Reference Obligation" shall be construed as a reference to "a Reference Obligation" and all other provisions of these Conditions shall be construed accordingly.

The definitions of Substitute Reference Obligation and Substitution Event shall not be applicable to LPN Reference Obligations.

***(u) Early redemption or exercise of Reference Obligation Only Notes following a Substitution Event***

If the Notes are Reference Obligation Only Notes relating to a single Reference Entity and the event set out in paragraph (a) of the definition of Substitution Event occurs with respect to the Reference Obligation, then:

(i) interest (if any) shall cease to accrue on the Credit Linked Notes from and including the Interest Period End Date immediately preceding the relevant Substitution Event Date or, if no Interest Payment Date has occurred, no interest will accrue on the Credit Linked Notes; and

(ii) each Credit Linked Note will be redeemed by the Issuer at its relevant Reference Obligation Only Termination Amount specified in, or determined in the manner specified in, the Conditions Supplement in the Specified Currency on the Maturity Date, which for the purposes of this Condition 9(u) shall be the day falling five Business Days following the relevant Substitution Event Date.

**10. Purchase**

If so specified in the applicable Conditions Supplement, the Issuer may, provided that no Event of Default has occurred and is continuing, purchase Notes (or any of them) at any time and from time to time in the open market or otherwise at any price, provided that the Issuer shall not purchase any Definitive Bearer Note unless it purchases all unmatured Receipts and Coupons (if any) in respect of such definitive Note.

If the applicable Conditions Supplement does not indicate that the Issuer may purchase Notes, the Issuer may not purchase Notes.

All Notes purchased by the Issuer pursuant to this Condition 10 (*Purchase*) shall be cancelled in accordance with the provisions of Condition 5(h) (*Redemption - Cancellation*).

**11. Taxation**

Unless otherwise specified in the applicable Conditions Supplement, Condition 11(a) (*Gross-Up*) shall be deemed to apply.

***(a) Gross-Up***

All payments of principal and interest in respect of the Notes, the Receipts and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

*(i)* *Other connection:* to, or to a third party on behalf of, a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with Singapore other than the mere holding of the

Note, Receipt or Coupon; or

(ii) *Lawful avoidance of withholding:* to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or residence or other similar claim for exemption to any tax authority in the place where the relevant Note (or the Certificate representing it), Receipt or Coupon is presented for payment; or

(iii) *Withholding required by European Union Directive:* where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Council Directive 2003/48/EC or any other 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

(iv) *Presentation to alternative Paying Agent:* (except in the case of the Notes in registered from) presented for payment by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or

(v) *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

(vi) *FATCA Withholding:* where such withholding or deduction is required pursuant to an agreement described in Section 1471(b) of the Code of 1986 or is otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder or any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

***(b) No Gross-Up***

If this Condition 11(b) (*No Gross-Up*) is specified as applicable in the applicable Issue Document, the Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, presentation and surrender for payment, or enforcement of any Note and all payments made by the Issuer shall be made subject to any tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

## 12. Prescription

The Notes (whether in bearer or registered form), Receipts and Coupons will become void unless presented for payment:

(a) where English law is specified to be the governing law of the Notes, within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date; and

(b) where Singapore law is specified to be the governing law of the Notes, within a period of three years (whether in the case of principal or interest) after the Relevant Date.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition 12 (*Prescription*) or Condition 4(b) (*Payments — Presentation of Definitive Bearer Notes, Receipts and Coupons*) or any Talon which would be void pursuant to Condition 4(b) (*Payments — Presentation of Definitive Bearer Notes, Receipts and Coupons*).

## 13. Events of Default

If any of the following events shall occur and be continuing (each an **Event of Default**):

(a) in the case of a Series comprising only one Class of Notes, if default is made for a period of

30 days or more in the payment of any sum due in respect of the Notes, the Receipts or the Coupons or any of them; or

(b) in the case of a Series comprising more than one Class of Notes, if default is made for a period of 30 days or more in the payment of any sum due in respect of the Notes, the Receipts or the Coupons of the most senior ranking Class of Notes then outstanding; or

(c) if any order shall be made by any competent court or any resolution passed for the winding-up or dissolution of the Issuer save for the purposes of amalgamation, merger, consolidation, reorganisation or other similar arrangements; or

(d) if the Issuer fails to perform or observe any of its other obligations under the Notes and such failure continues for a period of 60 days next following the service by a Noteholder on the Issuer of notice requiring the same to be remedied,

then the holder of any Note may give written notice to the Fiscal and Paying Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together with accrued interest to the date of payment shall become immediately due and payable, unless such Event of Default shall have been remedied prior to the receipt of such notice by the Fiscal and Paying Agent.

**14. Replacement of Notes, Receipts, Coupons and Talons**

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may, subject to applicable laws and regulations, be replaced at the specified office of the Fiscal and Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) or the Registrar (in the case of Registered Notes) upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

**15. Agents**

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

The Issuer is entitled to vary or terminate the appointment of any Agent and/or appoint additional or other Agents and/or approve any change in the specified office through which any Agent acts, provided that, so long as any of the Notes is outstanding, the termination of the appointment of any Agent (whether by the Issuer or by the resignation of such Agent) shall not be effective unless upon the expiry of the relevant notice there is:

(i) a Fiscal and Paying Agent and a Registrar; and

(ii) a Calculation Agent.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 4(e) (*Payments — General provisions applicable to payments*). Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 15 or more than 30 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 17 (*Notices*).

In acting under the Agency Agreement the Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders, Receiptholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor agent.

**16. Exchange of Talons**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet

matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal and Paying Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 12 (*Prescription*).

**17. Notices**

All notices regarding the Bearer Notes will be deemed to be validly given if published in English in a leading English language daily newspaper of general circulation in Singapore. It is expected that such publication will be made in English in *The Straits Times of Singapore* or *The Business Times (*or any succesor publication). Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

All notices regarding the Registered Notes will be deemed to be validly given if (a) displayed on the website of the Issuer at www.dbs.com (or such other or replacement website as may be designated by the Issuer from time to time) and will be deemed to have been given on the earlier of the day that it is first displayed on the website; or (b) sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing.

Until such time as any definitive Notes (whether Bearer or Registered Notes) are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear, Clearstream, Luxembourg and/or CDP, be substituted for such publication in such newspaper(s) or mailing to the holders of the Notes, the delivery of the relevant notice to Euroclear, Clearstream, Luxembourg and/or (subject to the agreement of CDP) CDP for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or CDP.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relevant Note or Notes, with the Fiscal and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes). Any failure to give, or non-receipt of, any notice to any Noteholder will not affect the validity or effectiveness of any such Notice or action relevant to such Notice, and shall not constitute an Event of Default. Whilst any of the Notes are represented by a Global Note cleared through a Clearing System, such notice may be given by any accountholder to the Fiscal and Paying Agent or the Registrar through Euroclear, Clearstream, Luxembourg or CDP, as the case may be, in such manner as the Fiscal and Paying Agent, the Registrar, Euroclear and/or Clearstream, Luxembourg and/or CDP, as the case may be, may approve for this purpose.

*For so long as any Note is outstanding, if any Noteholder wishes to receive any information in respect of Notes held by it, it should contact in the first instance either the Dealer or Distributor through which it purchased the Notes or the Arranger. The address of the Arranger is set out in the section on "Corporate Information" in this Offering Circular.*

**18. Meetings of Noteholders; Modification, Waiver and Substitution**

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Terms and Conditions. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing in the aggregate not less than 66 per cent. in principal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented. An Extraordinary Resolution passed at any meeting of Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and, if applicable, on all Couponholders and Receiptholders.

The Agency Agreement provides that a resolution in writing signed by or on behalf of the holders of not less than 66 per cent. in principal amount of the Notes outstanding shall for all purposes be as

valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

Where the Notes are of a Series comprising more than one Class of Notes, an Extraordinary Resolution passed at any meeting of the holders of the most senior ranking Class of Notes shall be binding on all holders of Notes ranking junior to the Notes of such Class irrespective of the effect upon them, except that an Extraordinary Resolution to sanction a modification of the date of maturity of any Notes or which would have the effect of postponing any day for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of any Notes, altering the currency of payment of any Notes, or as the case may be, the Coupons relating thereto or altering the quorum or majority required in relation to this exception shall not take effect unless it shall have been sanctioned by an Extraordinary Resolution of the holders of each Class of Notes ranking junior to such Class.

An Extraordinary Resolution passed at any meeting of holders of any Class of Notes ranking junior to one or more Class of Notes shall not be effective for any purpose while any of the more senior ranking Class or Classes of Notes remains outstanding unless either:

(i) the Fiscal and Paying Agent is of the opinion that it would not be materially prejudicial to the interests of the Noteholders of each of the more senior ranking Class of Notes; or

(ii) it is sanctioned by an Extraordinary Resolution of the Noteholders of each of the more senior ranking Class of Notes.

Any such modification, waiver, authorisation or substitution shall be binding on all Noteholders, Receiptholders and, if applicable, all Couponholders and any such modification, waiver, authorisation or substitution shall be notified to the Noteholders by the Issuer in accordance with Condition 17 (*Notices*) as soon as practicable thereafter.

**19. Further Issues**

The Issuer shall be at liberty from time to time, without the consent of the Noteholders, the Receiptholders or the Couponholders to create and issue further bonds, notes or other securities either (i) so as to be consolidated and form a single Series with the existing Notes of any Class or (ii) upon such terms as to interest, premium, redemption and otherwise as the Issuer may, in its absolute discretion, at the time of the issue thereof determine. Any such bonds, notes or other securities shall be constituted in accordance with the Agency Agreement.

**20. Governing Law and Submission to Jurisdiction**

***(a) Governing law***

The Programme Agreement, the Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, Singapore law. The Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons are governed by, and shall be construed in accordance with, either English or Singapore law, as may be specified in the applicable Conditions Supplement.

***(b) Submission to jurisdiction***

The Issuer agrees, for the exclusive benefit of the Noteholders, the Receiptholders and the Couponholders, that the courts of England (if English law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) or Singapore (if Singapore law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) are to have jurisdiction to settle any disputes which may arise out of or in connection with the Notes, the Receipts and/or the Coupons and that accordingly any suit, action or proceedings (together referred to as **Proceedings**) arising out of or in connection with the Notes, the Receipts and the Coupons may be brought in such courts.

The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in any such court and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in either the English Courts (if English law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) or the Singapore courts (if Singapore law is specified to be the governing law of the Notes, Receipts and Coupons and any non-contractual obligations arising out of or in connection with such Notes, Receipts and Coupons in the Conditions Supplement) shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

Nothing contained in this Condition 20 (*Governing Law and Submission to Jurisdiction*) shall limit any right to take Proceedings against the Issuer in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

**21. Third Party Rights**

(a) Where Singapore law is specified to be the governing law of the Notes, Receipts and Coupons in the Conditions Supplement, no person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

(b) Where English law is specified to be the governing law of the Notes, Receipts and Coupons in the Conditions Supplement, no person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

**22. Headings**

Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

**23. Definitions**

In these Terms and Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

***General Definitions***

**Affiliate** means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person, or any entity directly or indirectly under common control with the person. For this purpose, “control” of any entity or person means ownership of a majority of the voting power of the entity or person.

**Alternate Currency** means the currency specified as such in the applicable Conditions Supplement.

**Asset Amount** has the meaning given in the applicable Conditions Supplement.

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

**Banking Event** means a declaration of a banking moratorium or any suspension, waiver, deferral or repudiation of payments by banks with respect to indebtedness or deposits in the Relevant Jurisdiction; the imposition by any Governmental Authority of any moratorium on or any suspension, waiver, deferral, repudiation or required rescheduling of, or the required approval of, the payment of any amount of principal, interest or other amount of indebtedness of banks, or restriction on withdrawal of any deposited funds from banks, in the Relevant Jurisdiction; any general disruption in the bank payments system in the Relevant Jurisdiction which prevents banks from receiving or

paying in the Settlement Currency or the Alternate Currency; or any condition created by or resulting from any action or failure to act by a Governmental Authority which, in the opinion of the Calculation Agent, has an analogous effect.

**Business Day** means a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Business Centre(s) specified in the applicable Conditions Supplement.

**Business Day Convention** means, if specified in the applicable Conditions Supplement and (x) there is no numerically corresponding day on the calendar month in which any relevant date should occur or (y) if any relevant date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(a) the **Following Business Day Convention**, such relevant date shall be postponed to the next day which is a Business Day; or

(b) the **Modified Following Business Day Convention**, such relevant date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such relevant date shall be brought forward to the immediately preceding Business Day; or

(c) the **Preceding Business Day Convention**, such relevant date shall be brought forward to the immediately preceding Business Day.

If the Business Day Convention is not specified in the applicable Conditions Supplement, it shall be deemed to be the Following Business Day Convention.

**Commodity Linked Interest Note** means a Linked Interest Note where the interest payable is linked to a specified commodity or basket of commodities.

**Commodity Linked Redemption Note** means a Linked Redemption Note where the amount payable upon redemption is linked to a specified commodity or basket of commodities.

**Coupons** mean interest coupons which are attached to interest bearing Definitive Bearer Notes (unless otherwise indicated in the applicable Conditions Supplement).

**Credit Linked Note** means a Credit Linked Interest Note, a Credit Linked Redemption Note or a combination of the foregoing. In the case where a Credit Linked Note is a Credit Linked Interest Note only, the credit-linked redemption provisions in these Terms and Conditions shall not apply to it. In the case where a Credit Linked Note is a Credit Linked Redemption Note only, the credit-linked interest provisions in these Terms and Conditions shall not apply to it.

**Credit Linked Interest Note** means a Linked Interest Note where the interest payable is linked to the credit of a specified reference entity or reference entities.

**Credit Linked Redemption Note** means a Linked Redemption Note where the amount payable upon redemption is linked to the credit of a specified reference entity or reference entities.

**Currency Event** means the occurrence of any event or existence of any condition (including without limitation, any such event or condition that occurs as a result of the enactment, promulgation, execution, ratification, interpretation or application of, or any change in or amendment to, any law, rule or regulation by any Governmental Authority) that generally makes it impossible, illegal or impracticable, or materially hinders the ability of a non-resident of the Relevant Jurisdiction, (a) to convert the Settlement Currency into the Alternate Currency or *vice versa* through customary legal channels; or (b) to effect currency transactions on terms as favourable as those available to residents of the Relevant Jurisdiction; or (c) to transfer any funds (i) from accounts inside the Relevant Jurisdiction to accounts outside the Relevant Jurisdiction; or (ii) between accounts inside the Relevant Jurisdiction, except to the extent of any such restrictions or conditions already in force and applicable to non-residents of the Relevant Jurisdiction as of the Issue Date.

**Currency Hedging Disruption Event** means the Issuer is either (a) unable, after using commercially reasonable efforts, or (b) would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency risk (or any other relevant risk including, but not limited to, interest rate risk) of entering into and performing its obligations with respect to the Notes, or (ii) freely realize, recover, receive, repatriate, remit or transfer the proceeds of such transaction(s) or asset(s).

**Currency Linked Interest Note** means a Linked Interest Note where the interest payable is linked to a specified currency or basket of currencies.

**Currency Linked Redemption Note** means a Linked Redemption Note where the amount payable upon redemption is linked to a specified currency or basket of currencies.

**Cut-Off Date** means the date specified as such in the applicable Conditions Supplement.

**Day Count Fraction** means:

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

(b) if **Actual/365 (Fixed)** is specified in the applicable Conditions Supplement, the actual number of days in the Interest Period divided by 365;

(c) if **Actual/360** is specified in the applicable Conditions Supplement, the actual number of days in the Interest Period divided by 360;

(d) if **30/360**, **360/360** or **Bond Basis** is specified in the applicable Conditions Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

$\mathbf{Y_1}$ is the year, expressed as a number, in which the first day of the Interest Period falls;

$\mathbf{Y_2}$ is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

$\mathbf{M_1}$ is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

$\mathbf{M_2}$ is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

$\mathbf{D_1}$ is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case $D_1$ will be 30; and

$\mathbf{D_2}$ is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and $D_1$ is greater than 29, in which case $D_2$ will be 30;

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

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

where:

**$Y_1$** is the year, expressed as a number, in which the first day of the Interest Period falls;

**$Y_2$** is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

**$M_1$** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**$M_2$** is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

**$D_1$** is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case $D_1$ will be 30; and

**$D_2$** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case $D_2$ will be 30;

(f) if **30E/360 (ISDA)** is specified in the applicable Conditions Supplement, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

**$Y_1$** is the year, expressed as a number, in which the first day of the Interest Period falls;

**$Y_2$** is the year, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

**$M_1$** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**$M_2$** is the calendar month, expressed as a number, in which the day immediately following the last day included in the Interest Period falls;

**$D_1$** is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case $D_1$ will be 30; and

**$D_2$** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case $D_2$ will be 30.

**Delivery Expenses** means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Asset Amount. The Calculation Agent shall determine in good faith acting in a commercially reasonable manner the amount of any Delivery Expenses and give notice of such amount to the Noteholders as soon as practicable after its determination in accordance with Condition 17 (*Notices*).

**Early Redemption Amount** means unless otherwise specified in the applicable Conditions Supplement:

(a) in relation to a Note (other than a Zero Coupon Note but including an Instalment Note), the fair market value of each Note on such day as shall be selected by the Calculation Agent in good faith acting in a commercially reasonable manner, adjusted downward to take account fully for any Hedging Costs, all as determined by the Calculation Agent in good faith acting in

a commercially reasonable manner; and

(b) in relation to a Zero Coupon Note, an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

$$RP \times (1 + AY)^{y}$$

where:

**RP** means the Reference Amount (as specified in the applicable Conditions Supplement);

**AY** means the Accrual Yield (as specified in the applicable Conditions Supplement) expressed as a decimal; and

**y** is a fraction the numerator of which is equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is 360.

**Euro-zone** means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as may be amended from time to time.

**Equity Linked Note** means an Equity Linked Interest Note, an Equity Linked Redemption Note or a combination of the foregoing. In the case where an Equity Linked Note is an Equity Linked Interest Note only, the equity-linked redemption provisions in these Terms and Conditions shall not apply to it. In the case where an Equity Linked Note is an Equity Linked Redemption Note only, the equity-linked interest provisions in these Terms and Conditions shall not apply to it.

**Equity Linked Interest Note** means a Linked Interest Note where the interest payable is linked to an Underlying Equity or basket of Underlying Equities.

**Equity Linked Redemption Note** means a Linked Redemption Note where the amount payable upon redemption is linked to an Underlying Equity or basket of Underlying Equities.

**Final Redemption Amount** means, in respect of each Note, an amount in the Specified Currency equal to the Specified Denomination or as specified or determined in the manner described in the applicable Conditions Supplement.

**Fixed Rate Note** means a Note where the interest payable is linked to a fixed rate.

**Floating Rate Note** means a Note where the interest payable is linked to a floating or variable rate.

**Governmental Authority** means any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Relevant Jurisdiction.

**Governmental Event** means expropriation, confiscation, freezing, requisition, nationalisation or other action by any Governmental Authority, which directly or indirectly deprives any person or entity of any of its assets (including rights to receive payments) in the Relevant Jurisdiction.

**Hedging Costs** means the losses, expenses and costs (if any), including any loss of bargain or cost of funding to the Issuer and/or any Affiliate of unwinding, terminating, liquidating, adjusting, obtaining, replacing or re-establishing any underlying or related hedging arrangements (including but not limited to any options or selling or otherwise realising any instruments of any type whatsoever which the Issuer and/or any of its Affiliates may hold as part of such hedging arrangements), all as determined by the Calculation Agent in good faith acting in a commercially reasonable manner.

**Higher Redemption Amount** means an amount described in Condition 5(c) (*Redemption at the*

*option of the Issuer (Issuer Call)*) or Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) as the case may be.

**Illegality** means the Issuer determines in good faith in its sole and absolute discretion that the performance of its obligations under the Notes has become illegal in whole or in part for any reason.

**Index Linked Note** means an Index Linked Interest Note, an Index Linked Redemption Note or a combination of the foregoing. In the case where an Index Linked Note is an Index Linked Interest Note only, the index-linked redemption provisions in these Terms and Conditions shall not apply to it. In the case where an Index Linked Note is an Index Linked Redemption Note only, the index-linked interest provisions in these Terms and Conditions shall not apply to it.

**Index Linked Interest Note** means a Linked Interest Note where the interest payable is linked to an Index or basket of Indices.

**Index Linked Redemption Note** means a Linked Redemption Note where the amount payable upon redemption is linked to an Index or basket of Indices.

**Instalment Note** means a Note the principal amount of which is repayable by instalments.

**Interest Amount** means an amount described in Condition 3(e) (*Calculations*).

**Interest Commencement Date** means the Issue Date or such other date as may be specified in the applicable Conditions Supplement.

**Interest Determination Date** means, with respect to a Rate of Interest and Interest Period, the date specified as such in the applicable Conditions Supplement.

**Interest Payment Date** means the date(s) specified in the applicable Conditions Supplement on which interest on the applicable Notes is payable.

**Interest Period** means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period End Date and each successive period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next succeeding Interest Period End Date.

**Interest Period End Date** means each Interest Payment Date unless otherwise specified in the applicable Conditions Supplement.

**Interest Rate Linked Interest Note** means a Linked Interest Note where the interest payable is linked to an interest rate or basket of interest rates.

**Interest Rate Linked Redemption Note** means a Linked Redemption Note where the amount payable upon redemption is linked to an interest rate or basket of interest rates.

**Intervening Period** means such period of time as any person other than the relevant Noteholder shall continue to be registered as the legal owner of any securities or other obligations comprising the Asset Amount.

**ISDA** means the International Swaps and Derivatives Association, Inc.

**ISDA Definitions** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc., as supplemented, modified or amended by ISDA from time to time, unless otherwise specified in the applicable Conditions Supplement.

**Linked Interest Note** means a Commodity Linked Interest Note, a Credit Linked Interest Note, a Currency Linked Interest Note, an Equity Linked Interest Note, an Index Linked Interest Note, an Interest Rate Linked Interest Note, a Note where the interest payable is linked to any other asset or a combination of any of the foregoing, depending upon the Interest Basis as specified in the applicable Conditions Supplement.

**Linked Redemption Note** means a Commodity Linked Redemption Note, a Credit Linked Redemption Note, a Currency Linked Redemption Note, an Equity Linked Redemption Note, an Index Linked Redemption Note, an Interest Rate Linked Redemption Note, a Note where the amount payable upon redemption is linked to any other asset or a combination of any of the foregoing, depending upon the Redemption Basis as specified in the applicable Conditions Supplement.

**Minimum Redemption Amount** means an amount described in Condition 5(c) *(Redemption at the option of the Issuer (Issuer Call)*) or Condition 5(d) (*Redemption at the option of the Noteholders (Investor Put)*) as the case may be.

**Payment Day** means any day which (subject to Condition 12 (*Prescription*)) is a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in:

(a) any Financial Centre specified in the applicable Conditions Supplement; and

(b) in relation to any sum payable in euro, also a Target Business Day.

**Rate of Interest** means the rate of interest payable from time to time in respect of any Note and that is either specified or calculated in accordance with the Terms and Conditions and/or in the applicable Conditions Supplement.

**Reference Banks** means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Calculation Agent or as specified in the applicable Conditions Supplement.

**Reference Rate** means the rate specified as such in the applicable Conditions Supplement.

**Relevant Date** means, in respect of any Note, Receipt or Coupon, the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note, Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

**Relevant Jurisdictions** means (a) for purposes of the definition of “Local Taxes”, the jurisdiction(s) in which the relevant Equity Issuer and the relevant Exchange are located, and (b) for all other purposes, the jurisdiction(s) specified in the applicable Conditions Supplement.

**Relevant Screen Page** means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Conditions Supplement.

**Settlement Currency** means the currency specified as such in the applicable Conditions Supplement.

**Specified Currency** means the currency specified as such in the applicable Conditions Supplement or, if none is specified, the currency in which the Notes are denominated.

**Target Business Day** means a day on which the TARGET System is open for the settlement of payments in euro.

**TARGET System** means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system or any successor thereto.

**Zero Coupon Note** means a Note issued on a non-interest bearing basis.

***Definitions applicable to Equity Linked Notes***

**Change in Law** means that, on or after the Issue Date (a) due to the adoption of or any change in any

applicable law or regulation (including, without limitation, any tax law); or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (i) it has become illegal for the Issuer to hold, acquire or dispose of any relevant Underlying Equity or Hedge Positions relating to the Notes; or (ii) the Issuer 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).

**Delisting** means, in respect of any Underlying Equity, that the Exchange announces that pursuant to the rules of such Exchange such Underlying Equity ceases (or will cease), to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and is not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union). It will also constitute a Delisting if the Exchange is located in the United States and the Underlying Equity is not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Select Market or the NASDAQ Global Market (or their respective successors); if the Underlying Equity is immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.

**Disruption Cash Settlement Price** means, unless otherwise specified in the applicable Conditions Supplement, an amount equal to the fair market value of the relevant Note (but not taking into account any interest accrued on such Note as such interest, if any, shall be paid pursuant to Conditions 3 (*Interest*) and 4 (*Payments*)) on such day as shall be selected by the Calculation Agent in good faith acting in a commercially reasonable manner, provided that such day is not more than 15 days before the date that the Election Notice is given as provided above, and, if Adjustment for Hedging Costs is specified as applicable in the applicable Conditions Supplement, adjusted downward to take account fully for any Hedging Costs, all as calculated by the Calculation Agent in good faith acting in a commercially reasonable manner.

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

**Early Closure** means the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day; and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**Equity Clearance System** means the principal domestic clearance system customarily used for settling trades in the relevant Underlying Equity or such other clearance system as determined by the Calculation Agent.

**Equity Clearance System Business Day** means, in respect of an Equity Clearance System, any day on which such Equity Clearance System is (or but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

**Equity Issuer** means the issuer of the Underlying Equity.

**Exchange** means, in respect of an Underlying Equity, each exchange or quotation system specified as such for such Underlying Equity in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Exchange).

**Exchange Business Day** means any Scheduled Trading Day on which each Exchange and each

Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**Exchange Disruption** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (a) to effect transactions in, or obtain market values for, an Underlying Equity on the Exchange, or (b) to effect transactions in, or obtain market values for, futures or options contracts relating to an Underlying Equity on any relevant Related Exchange.

**Extraordinary Event** means a Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency, Insolvency Filing, Banking Event, Currency Event, Change in Law, Hedging Disruption and Extraordinary Fund Event.

**Extraordinary Fund Event** means, in respect of relevant Units, the occurrence of (a) a Termination; or (b) the suspension or cancellation of any right conferred by the Fund Documents on investors to require redemption of their Units; or (c) the liquidation, bankruptcy, insolvency, dissolution or winding-up of the trustee or administrator or similar person with primary administrative responsibilities in respect of the relevant Equity Issuer (including any successor appointed from time to time) (the **Trustee**) or of the manager or adviser or similar person appointed to provide discretionary or non-discretionary investment management or advisory services to the relevant Equity Issuer (including any successor appointed from time to time) (the **Manager**); or (d) the appointment of a liquidator, receiver, administrator or conservator or analogous person under any applicable law in respect of the whole or substantially the whole of the undertaking, property or assets of the relevant Equity Issuer held by the Trustee; or (e) any event or circumstance analogous to any of the foregoing events or circumstances as determined by the Calculation Agent. For the purpose hereof, **Termination** means (i) the relevant Equity Issuer is terminated, or the Trustee or the Manager is required to terminate the relevant Equity Issuer under the Fund Documents or applicable law, or the termination of the relevant Equity Issuer commences; (ii) the relevant Equity Issuer is held or is conceded by the Trustee or the Manager not to have been constituted or to have been imperfectly constituted; (iii) the Trustee ceases to be authorised under the relevant Equity Issuer to hold the property of the relevant Equity Issuer in its name and to perform its obligations under the Fund Documents; (iv) the cancellation, suspension or revocation of the registration or approval of such Units or the relevant Equity Issuer by any Governmental Authority over such Units or Equity Issuer; or (v) the relevant Equity Issuer or its Trustee or Manager becomes subject to any investigation, proceeding or litigation by any relevant Governmental Authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Equity Issuer, Trustee or Manager.

**Fund Documents** means, in respect of relevant Units, the trust deed or other constitutive and governing documents constituting the relevant Equity Issuer, subscription agreements, management agreements and other agreements of the relevant Equity Issuer specifying the terms and conditions relating to such Units, as amended from time to time.

**Hedge Positions** means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in any relevant Underlying Equity, securities, options, futures, derivatives or foreign exchange, (ii) securities loan or borrowing transactions, or (iii) other instruments or arrangements (howsoever described) by the Issuer or an Affiliate thereof in order to hedge, individually or on a portfolio basis, the Notes.

**Hedging Disruption** means that (a) the Issuer is unable or it is impractical for the Issuer, after using commercially reasonable efforts; or (b) the Issuer would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets it deems necessary or appropriate to hedge the price risk relating to any Underlying Equity (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes; or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any such transactions or assets or Hedge Positions or the Notes between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction, including without limitation, where such inability or impracticability has arisen by reason of (A) any restrictions or increase in charges or fees imposed by the relevant Equity Issuer on any investor's ability to redeem relevant Units, in whole or in part, or any existing or new investor's ability to make new or additional investments in relevant

Units; or (B) any mandatory redemption, in whole or in part, of relevant Units imposed by the relevant Equity Issuer (in each case, other than any restriction in existence on the Issue Date).

**Insolvency** means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting an Equity Issuer (a) all the Underlying Equities of that Equity Issuer are required to be transferred to a trustee, liquidator or other similar official; or (b) holders of the Underlying Equities of that Equity Issuer become legally prohibited from transferring them.

**Insolvency Filing** means that the Equity Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Equity Issuer shall not be deemed an Insolvency Filing.

**Local Taxes** means taxes, duties and similar charges imposed by the taxing authority of the Relevant Jurisdictions.

**Market Disruption Event** means the occurrence or existence of (a) a Trading Disruption, or (b) an Exchange Disruption, which in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure.

**Merger Date** means, the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**Merger Event** means, in respect of any relevant Underlying Equity, any (i) reclassification or change of such Underlying Equity that results in a transfer of or an irrevocable commitment to transfer all of such Underlying Equity outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in a reclassification or change of all of such Underlying Equity outstanding, (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Underlying Equity of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Underlying Equity (other than such Underlying Equity owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Underlying Equity outstanding but results in the outstanding Underlying Equity (other than Underlying Equity owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Underlying Equity immediately following such event, in each case if the Merger Date is on or before the Valuation Date or, if the Notes are to be redeemed by delivery of Underlying Equity, the Maturity Date.

**Multiplier** means the percentage or amount specified as such in the applicable Conditions Supplement.

**Nationalisation** means that all the Underlying Equity or all or substantially all the assets of an Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any Governmental Authority.

**Potential Adjustment Event** means any of the following:

(a) a subdivision, consolidation or reclassification of relevant Shares or relevant Units (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares or Units to existing holders by way of bonus, capitalisation or similar issue;

(b) a distribution, issue or dividend to existing holders of relevant Shares or relevant Units of (i) additional Shares or Units; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Equity Issuer, equally or proportionately with such payments to holders of such Shares or Units; or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction; or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

(c) an extraordinary dividend or distribution as determined by the Calculation Agent;

(d) a call by the Equity Issuer in respect of relevant Shares or relevant Units that are not fully paid;

(e) a repurchase by the Equity Issuer or any of its subsidiaries of relevant Shares, or by the Trustee or Manager of the Equity Issuer of relevant Units (other than in respect of a redemption of Units initiated by an investor in such Units that is consistent with the Fund Documents), whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

(f) in respect of relevant Shares, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the relevant Equity Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

(g) any event in respect of relevant Shares or relevant Units analogous to any of the foregoing events or any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares or relevant Units, in each case, as determined by the Calculation Agent.

**Reference Price** means the Reference Price as specified in the applicable Conditions Supplement, or if no such price is specified in the applicable Conditions Supplement:

(a) where the Notes are specified in the applicable Conditions Supplement to relate to a single Underlying Equity, the price at the Valuation Time on the Valuation Date of the Underlying Equity quoted on the relevant Exchange without regard to any subsequently published correction as determined by or on behalf of the Calculation Agent or if, in the opinion of the Calculation Agent, no such price (or, as the case may be, no such official closing price) can be determined at such time and, if Disrupted Day is specified as applying in the applicable Conditions Supplement and the Valuation Date is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the fair market buying price at the Valuation Time on the Valuation Date and the fair market selling price at the Valuation Time on the Valuation Date for the Underlying Equity based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide). The amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Conditions Supplement, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price; or

(b) where the Notes are specified in the applicable Conditions Supplement to relate to a Basket of Underlying Equities, an amount equal to the sum of the values calculated for each Underlying Equity at the price at the Valuation Time on the Valuation Date of the Underlying Equity quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or if, in the opinion of the Calculation Agent, no such price (or, as the case may be, no such official closing price) can be determined at such time and, if Disrupted Day is specified as applying in the applicable

Conditions Supplement, and the Valuation Date is not a Disrupted Day, an amount determined by the Calculation Agent in good faith to be equal to the arithmetic mean of the fair market buying price at the Valuation Time on the Valuation Date and the fair market selling price at the Valuation Time on the Valuation Date for the Underlying Equity based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or the middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent) engaged in the trading of the Underlying Equity or on such other factors as the Calculation Agent shall decide) multiplied by the relevant Multiplier. Each value determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applying in the applicable Conditions Supplement, into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.

**Related Exchange** means, in relation to an Underlying Equity, each exchange or quotation system specified as such in relation to such Underlying Equity in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Underlying Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Underlying Equity on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, where All Exchanges is specified as the Related Exchange in the applicable Conditions Supplement, **Related Exchange** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Underlying Equity.

**Relevant Asset** means the assets specified as such in the applicable Conditions Supplement.

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

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

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

**Settlement Cycle** means the period of Equity Clearance System Business Days following a trade in the relevant Underlying Equity on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

**Settlement Disruption Event** means an event beyond the control of the Issuer, as a result of which, in the opinion of the Calculation Agent, delivery of the Asset Amount by or on behalf of the Issuer in accordance with these Terms and Conditions and/or the applicable Conditions Supplement is not practicable.

**Share** has the meaning given to it in the definition of Underlying Equity in this Condition and in the applicable Conditions Supplement.

**Strike Price** means, in respect of an Equity Linked Note, the level or number specified as such in the applicable Conditions Supplement.

**Tender Offer** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Equity Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**Trading Disruption** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price

exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to an Underlying Equity on the Exchange, or (b) in futures or options contracts relating to an Underlying Equity on any relevant Related Exchange.

**Underlying Equity** means, subject to adjustment in accordance with Condition 7(c) (*Adjustments for Underlying Equities*), the share or security (**Share**) or unit in a unit trust or notional unit of account of ownership in a fund, collective investment scheme, pooled investment vehicle or the like (**Unit**) specified as such in the applicable Conditions Supplement.

**Underlying Equities** means a basket comprising more than one Underlying Equity, and related expressions shall be construed accordingly.

**Unit** has the meaning given to it in the definition of Underlying Equity in this Condition and in the applicable Conditions Supplement.

**Valuation Date** means the date specified as such and/or any date on which the closing price or closing level or any other relevant price or level or any other relevant determination in respect of the Underlying Equity is to be determined or made.

**Valuation Time** means the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to the Underlying Equity to be valued (or, if the relevant Exchange closes prior to its Scheduled Closing Time, the actual closing time for its regular trading session), or such other time as may be specified in the applicable Conditions Supplement.

***Definitions applicable to Index Linked Notes***

**Change in Law** means that, on or after the Issue Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law); or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (i) it has become illegal for the Issuer to hold, acquire or dispose of any relevant Index Component or Hedge Positions relating to the Notes; or (ii) the Issuer 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).

**Component Clearance System** means, in respect of an Index Component, the principal domestic clearance system customarily used for settling trades in the relevant Index Component or such other clearance system as determined by the Calculation Agent.

**Component Clearance System Business Day** means, in respect of a Component Clearance System, any day on which such Component Clearance System is (or but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

**Disrupted Day** means any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred; *provided that* in respect of a Multiple Exchange Index, it shall mean any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.

**Early Closure** means the closure on any Exchange Business Day of the relevant Exchange (or in the case of an Index, any relevant Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Index) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day; and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; *provided that* in respect of a Multiple Exchange Index, it shall mean the closure on any Exchange Business Day of the Exchange in respect of any

Index Component or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

**Exchange** means, in respect of an Index (other than a Multiple Exchange Index), each exchange or quotation system specified as such for such Index in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Index Components underlying such Index has temporarily relocated (*provided that* the Calculation Agent has determined that there is comparable liquidity relative to the Index Components underlying such Index on such temporary substitute exchange or quotation system as on the original Exchange); or in respect of a Multiple Exchange Index, for each Index Component underlying that Multiple Exchange Index, the stock exchange or quotation system on which that Index Component is principally traded, as determined by the Calculation Agent, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in such Index Component has temporarily relocated (*provided that* the Calculation Agent has determined that there is comparable liquidity relative to such Index Component on such temporary substitute exchange or quotation system as on the original Exchange).

**Exchange Business Day** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time; *provided that* in respect of a Multiple Exchange Index, it shall mean any Scheduled Trading Day on which the Index Sponsor publishes the level of the Index; and the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.

**Exchange Disruption** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (a) to effect transactions in, or obtain market values for, an Index on any relevant Exchange(s) in Index Components that comprise 20 per cent. or more of the level of the relevant Index, or (b) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange; *provided that* in respect of a Multiple Exchange Index, it shall mean any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for (i) any Index Component on the Exchange in respect of such Index Component; or (ii) in futures or options contracts relating to that Index on the Related Exchange.

**Hedge Positions** means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in any relevant Index Component, securities, options, futures, derivatives or foreign exchange, (ii) securities loan or borrowing transactions, or (iii) other instruments or arrangements (howsoever described) by the Issuer or an Affiliate thereof in order to hedge, individually or on a portfolio basis, the Notes.

**Hedging Disruption** means that (a) the Issuer is unable or it is impractical for the Issuer, after using commercially reasonable efforts; or (b) the Issuer would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transactions or assets it deems necessary or appropriate to hedge the price risk relating to any Index (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Notes; or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of any such transactions or assets or Hedge Positions or the Notes between accounts within the jurisdiction of the Hedge Positions (the **Affected Jurisdiction**) or from accounts within the Affected Jurisdiction to accounts outside the Affected Jurisdiction.

**Index** and **Indices** mean, subject to adjustment in accordance with Condition 8(b) (*Adjustments for Indices*), the index or indices specified in the applicable Conditions Supplement and related expressions shall be construed accordingly.

**Index Components** means, in relation to an Index, the shares, securities, commodities, bonds,

property, currency exchange rates, contracts or other matters (including other indices) by reference to which the level of that Index is from time to time calculated.

**Index Sponsor** means the corporation or other entity that (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the relevant Index and (ii) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day.

**Market Disruption Event** means the occurrence or existence of (a) a Trading Disruption, or (b) an Exchange Disruption, which in either case, the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (c) an Early Closure. For the purposes of determining whether a Market Disruption Event exists in respect of an Index at any time, if a Market Disruption Event occurs in respect of an Index Component at that time, then the relevant percentage contribution of that Index Component to the level of that Index shall be based on a comparison of (i) the portion of the level of that Index attributable to that Index Component to (ii) the overall level of that Index, in each case immediately before the occurrence of such Market Disruption Event; *provided that* in respect of a Multiple Exchange Index, it shall mean either:

(a) (A) the occurrence or existence, in respect of any Index Component, of:

(1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Index Component is principally traded;

(2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Index Component is principally traded; or

(3) an Early Closure; and

(B) the aggregate of all Index Components in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of that Index; or

(b) the occurrence or existence, in respect of futures or options contracts relating to that Index, of (A) a Trading Disruption; (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (C) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multiple Exchange Index at any time, if a Market Disruption Event occurs in respect of an Index Component at that time, then the relevant percentage contribution of that Index Component to the level of that Index shall be based on a comparison of (i) the portion of the level of that Index attributable to that Index Component to (ii) the overall level of that Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

**Multiple Exchange Index** means an Index whose Index Components are traded on more than one Exchange.

**Multiplier** means the percentage or amount specified as such in the applicable Conditions Supplement.

**Reference Price** means the Reference Price as specified in the applicable Conditions Supplement, or if no such price is specified in the applicable Conditions Supplement:

(a) where the Notes are specified in the applicable Conditions Supplement to relate to a single Index, an amount (which shall be deemed to be an amount of the Specified Currency on the same basis as the Strike Price) equal to the official closing level of the Index as determined by the Calculation Agent (or if a Valuation Time other than the Scheduled Closing Time is

specified in the applicable Conditions Supplement, the level of the Index determined by the Calculation Agent at such Valuation Time) on the Valuation Date, without regard to any subsequently published correction; or

(b) where the Notes are specified in the applicable Conditions Supplement to relate to a Basket of Indices, an amount (which shall be deemed to be an amount of the Specified Currency on the same basis as the Strike Price) equal to the sum of the values calculated for each Index as the official closing level of each Index as determined by the Calculation Agent (or if a Valuation Time other than the Scheduled Closing Time is specified in the applicable Conditions Supplement, the level of each Index determined by the Calculation Agent at such Valuation Time) on the Valuation Date, without regard to any subsequently published correction, multiplied by the relevant Multiplier specified in the applicable Conditions Supplement.

**Related Exchange** means, in relation to an Index, each exchange or quotation system specified as such in relation to such Index in the applicable Conditions Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, where All Exchanges is specified as the Related Exchange in the applicable Conditions Supplement, **Related Exchange** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Index.

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

**Scheduled Trading Day** means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; *provided that* in respect of a Multiple Exchange Index, it shall mean any day on which the Index Sponsor is scheduled to publish the level of that Index; and the Related Exchange is scheduled to be open for trading for its regular trading session.

**Settlement Cycle** means the period of Component Clearance System Business Days following a trade in the relevant Index Component on the Exchange in which settlement will customarily occur according to the rules of such Exchange (or, if there are multiple Exchanges in respect of an Index, the longest such period).

**Strike Price** means, in respect of an Index Linked Note, the level or number specified as such in the applicable Conditions Supplement.

**Trading Disruption** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to an Index on any relevant Exchange(s) relating to Index Components that comprise 20 per cent. or more of the level of the relevant Index), or (b) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; *provided that* in respect of a Multiple Exchange Index, it shall mean any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to any Index Component on the Exchange in respect of such Index Component; or (ii) in futures or options contracts relating to that Index on the Related Exchange.

**Valuation Date** means the date specified as such and/or any date on which the closing price or closing level or any other relevant price or level or any other relevant determination in respect of the Index is to be determined or made.

**Valuation Time** means the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to the Index to be valued (or, if the relevant Exchange closes prior to its

Scheduled Closing Time, the actual closing time for its regular trading session), or such other time as may be specified in the applicable Conditions Supplement; *provided that* in respect of an Index which is a Multiple Exchange Index, it shall mean (a) for the purposes of determining whether a Market Disruption Event has occurred (i) in respect of any Index Component, the Scheduled Closing Time on the Exchange in respect of such Index Component, and (ii) in respect of any options contracts or futures contracts on that Index, the close of trading on the Related Exchange; and (b) in all other circumstances, the time at which the official closing level of that Index is calculated and published by the Index Sponsor.

***Definitions applicable to Credit Linked Notes***

For the purposes of Condition 9 (*Credit Linked Notes*) only, the following terms shall have the meanings set out below:

**Accrued Interest** means for the purpose of these Conditions:

(a) in respect of any Notes for which Physical Settlement is specified to be the Settlement Method in the Conditions Supplement (or for which Physical Settlement is applicable as the Fallback Settlement Method in accordance with Condition 9(d)), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless Include Accrued Interest is specified in the Conditions Supplement, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest (as the Calculation Agent shall determine in its reasonable discretion);

(b) in respect of any Notes for which Cash Settlement is specified to be the applicable Settlement Method in the Conditions Supplement (or for which Cash Settlement is applicable as the Fallback Settlement Method in accordance with Condition 9(d)*(Auction Settlement)*, and:

    (i) Include Accrued Interest is specified in the Conditions Supplement, the Outstanding Principal Balance of the Reference Obligation shall include accrued but unpaid interest;

    (ii) Exclude Accrued Interest is specified in the Conditions Supplement, the Outstanding Principal Balance of the Reference Obligation shall not include accrued but unpaid interest; or

    (iii) neither Include Accrued Interest nor Exclude Accrued Interest is specified in the Conditions Supplement, the Calculation Agent shall determine, based on the then current market practice in the market of the Reference Obligation whether the Outstanding Principal Balance of the Reference Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or

(c) if Condition 9(n) (*Partial Cash Settlement*) applies, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation, Undeliverable Loan Obligation, Unassignable Obligation or Hedge Disruption Obligation (as applicable), whether such Quotations shall include or exclude accrued but unpaid interest.

**Additional EDD Interest Amount** means an amount in the Specified Currency determined by the Calculation Agent in respect of each Calculation Amount per Note equal to each Interest Amount that would have been payable per Calculation Amount, but for the operation of Condition 3(c) (*Accrual of Interest*) and Condition 9(e) (*Accrual of Interest, Interest Payment Postponement and Maturity Date/ Interest Payment Date Extension*) and the original determination of the Event Determination Date, on each Interest Payment Date falling after the date originally determined to be the Event Determination Date, to and including the Interest Recommencement Date.

**Additional Reference Entity** has the meaning given in Condition 9(k)(x) (*Succession*).

**Affiliate** means, in relation to any entity (the **First Entity**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or

indirectly under common control with the First Entity. For these purposes **control** means ownership of a majority of the voting power of an entity.

**Aggregate Nominal Amount** means on the Issue Date the aggregate principal amount of the Notes of such Series specified in the applicable Conditions Supplement and on any date thereafter the aggregate principal amount of the Notes of such Series outstanding on such date (taking into account the aggregate principal amount of the Notes of such Series on the Issue Date and any amortisations, partial redemptions or further issues of the Notes of such Series on or prior to such date).

**Applicable Percentage** means in respect of a redemption of a Note and a Credit Event:

(a) if the Credit Event is not a M(M)R Restructuring, 100 per cent.; or

(b) if the Credit Event is a M(M)R Restructuring, an amount (expressed as a percentage) equal to the Exercise Amount specified in the relevant Credit Event Notice relating to the relevant Reference Entity and Credit Event divided by the Aggregate Nominal Amount or Reference Entity Nominal Amount (as applicable) of the Notes outstanding as at the related Event Determination Date.

**Asset** means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

**Asset Amount** means, in respect of each nominal amount of Credit Linked Notes equal to the Calculation Amount, as applicable, Deliverable Obligations, as selected by the Calculation Agent, with:

(a) in the case of Deliverable Obligations that are Borrowed Money, an Outstanding Principal Balance; or

(b) in the case of Deliverable Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b), the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to (i) if the Credit Event is not a M(M)R Restructuring, the Calculation Amount or (ii) if the Credit Event is a M(M)R Restructuring, the Applicable Percentage multiplied by the Calculation Amount less, if Unwind Costs are specified as applying in the Conditions Supplement, Deliverable Obligations with a market value determined by the Calculation Agent in its sole and absolute discretion on the Business Day selected by the Calculation Agent falling during the period from and including the Event Determination Date to and including the Delivery Date equal to a *pro rata* share of Unwind Costs and if Condition 9(j)(iii)(A) *(Reversals of DC Resolutions and adjustments to Event Determination Dates)* is applicable, less Deliverable Obligations with a market value determined by the Calculation Agent (in its sole and absolute discretion) equal to (or where rounding upwards applies, greater than) *pro rata* share of the EDD Adjustment Amount.

**Asset Market Value** means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

**Asset Package** means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant Holder is offered a choice of Assets or a choice of combinations of Assets, the Asset Package will be the Largest Asset Package. If the Relevant Holder is offered, receives and retains nothing, the Asset Package shall be deemed to be zero.

**Asset Package Credit Event** means:

(a) if Financial Reference Entity Terms and Governmental Intervention are specified as applicable

in the Conditions Supplement:

(i) a Governmental Intervention; or

(ii) a Restructuring in respect of the Reference Obligation, if Restructuring is specified as applicable in the Conditions Supplement and such Restructuring does not constitute a Governmental Intervention; and

(b) if the Reference Entity is a Sovereign and Restructuring is specified as applicable in the Conditions Supplement, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement.

**Asset Package Delivery** will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or DC Credit Event Announcement applicable to the Event Determination Date, or (ii) if the Reference Entity is a Sovereign, no Package Observable Bond exists immediately prior to such Asset Package Credit Event. Notwithstanding the above, if Sovereign No Asset Package Delivery is specified as applicable in the Conditions Supplement, it shall be deemed that no Package Observable Bond exists with respect to a Reference Entity that is a Sovereign (even if such a Package Observable Bond has been published by ISDA) and accordingly, Asset Package Delivery shall not apply thereto.

**Auction** means, with respect to a Reference Entity and a Credit Event, unless otherwise specified in the Credit Derivatives Auction Settlement Terms, an auction pursuant to which an Auction Final Price is to be determined in accordance with an auction procedure set out in the relevant Credit Derivatives Auction Settlement Terms. In respect of a Restructuring Credit Event, if the Issuer exercises the Movement Option, the Parallel Auction selected by the Issuer on exercise of the Movement Option shall be the Auction.

**Auction Cancellation Date** means, with respect to an Auction, unless otherwise specified in the Credit Derivatives Auction Settlement Terms, the date on which such Auction was deemed to have been cancelled as announced by the DC Secretary (and/or the administrators specified in the relevant Credit Derivatives Auction Settlement Terms) on its website or such other date as determined and announced in accordance with the relevant Credit Derivatives Auction Settlement Terms.

**Auction Covered Transaction** shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

**Auction Credit Event Redemption Amount** means, in respect of each principal amount of the Notes equal to the Calculation Amount, the amount specified as such in the applicable Conditions Supplement or if no such amount is specified in the applicable Conditions Supplement, an amount calculated by the Calculation Agent equal to:

$$[A \times B \times C] - D - E$$

where:

**A** is the Calculation Amount;

**B** is the Applicable Percentage;

**C** is the Auction Final Price in respect of the relevant Auction;

**D** is Unwind Costs; and

**E** is the EDD Adjustment Amount (if applicable),

provided that in no event shall the Auction Credit Event Redemption Amount be less than zero.

**Auction Credit Event Redemption Date** means, the fifth Business Day following the later of the Auction Settlement Date, determined in accordance with the Credit Derivatives Auction Settlement Terms, and the date on which the Auction Settlement Notice is sent, or such other date specified in the applicable Conditions Supplement, each as determined by the Calculation Agent.

**Auction Final Price** means, with respect to an Auction, unless otherwise specified in the relevant Credit Derivatives Auction Settlement Terms, the price (expressed as a percentage) in respect of the deliverable obligations which would constitute Reference Obligation(s) and/or Deliverable Obligation(s) under the Notes determined to be the Auction Final Price in accordance with the Credit Derivatives Auction Settlement Terms.

**Auction Final Price Determination Date** means with respect to an Auction, the day, if any, on which the Auction Final Price is determined or such other date as specified in the relevant Credit Derivatives Auction Settlement Terms.

**Auction Settlement Date** means the date that is the number of Business Days specified in the relevant Credit Derivatives Auction Settlement Terms (or, if a number of Business Days is not so specified, five Business Days) immediately following the relevant Auction Final Price Determination Date.

**Auction Settlement Notice** means a notice delivered by the Issuer to the Noteholders in accordance with Condition 17 (*Notices*) following the occurrence of an Auction Final Price Determination Date notifying Noteholders of the redemption of the Notes in accordance with Condition 9(d) (*Auction Settlement*) and specifying, in respect of a Restructuring Credit Event where the Movement Option applied, whether the Issuer exercised the Movement Option and, if so, the Parallel Auction selected as a result of the exercise of the Movement Option and the Auction Final Price for such Parallel Auction.

**Bankruptcy** means the Reference Entity:

(a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);

(b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;

(c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;

(d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within 30 calendar days of the institution or presentation thereof or before the Scheduled Maturity Date, whichever is earlier;

(e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);

(f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

(g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 calendar days thereafter or before the Scheduled Maturity Date, whichever is earlier; or

(h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g).

**Basket** means a basket composed of the Reference Entities as specified in the applicable Conditions Supplement and such term shall include each New Basket resulting from the occurrence of a Succession Date and the identification of more than one Successor.

**Business Day** means for the purposes of Condition 9 (*Credit Linked Notes*) only, a day on which commercial banks and foreign exchange markets are generally open to settle payments in each Specified Business Centre specified in the applicable Conditions Supplement, and a day on which the TARGET System is open (if TARGET is specified for that purpose in the applicable Conditions Supplement).

**Calculation Agent City Business Day** means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the Calculation Agent City specified in the applicable Conditions Supplement.

**Calculation Amount** means the amount specified as such in the Conditions Supplement.

**Capital Ratio** means the ratio of capital to risk weighted assets applicable to the Obligation, as described in the terms thereof in effect from time to time.

**Cash Settlement Notice** has the meaning given in Condition 9(b) (*Cash Settlement*).

**CLN Relevant Time** means Greenwich Mean Time (or, if the Transaction Type of the relevant Reference Entity is Japan Corporate or Japan Sovereign (as such terms are defined in the Physical Settlement Matrix) Tokyo time).

**CoCo Provision** means, with respect to an Obligation, a provision which requires (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, in each case, if the Capital Ratio is at or below the Trigger Percentage.

**Conditionally Transferable Obligation** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Modified Eligible Transferees without the consent of any person being required, in the case of any Deliverable Obligation other than Bonds, in each case as of each such date the Calculation Agent determines appropriate for purposes of the Hedging Arrangements provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor if the Reference Entity is guaranteeing such Deliverable Obligation) or any agent is required for such novation, assignment or transfer so long as the terms of such Deliverable Obligation provide that such consent may not be unreasonably withheld or delayed. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered to be a requirement for consent for purposes of this definition of "Conditionally Transferable Obligation".

**Conforming Reference Obligation** means a Reference Obligation which is a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation below.

**Credit Derivatives Auction Settlement Terms** means, with respect to a Reference Entity and a Credit Event, any Credit Derivatives Auction Settlement Terms published by ISDA in accordance with the Rules with respect to such Reference Entity and Credit Event, a form of which is published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended in accordance with the Rules from time to time.

**Credit Derivatives Determinations Committees** means the committees established by ISDA for purposes of reaching certain DC Resolutions in connection with credit derivative transactions.

**Credit Event** means the occurrence of any one or more of the Credit Events specified in the

Conditions Supplement which may include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

(a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;

(b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;

(c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or

(d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

**Credit Event Backstop Date** means,

(a) if Credit Event Backstop Date is specified as "Applicable" in the applicable Conditions Supplement, the date determined by the Calculation Agent:

    (A) for the purposes of any event that constitutes a Credit Event (or with respect to Repudiation/Moratorium, if applicable, the event described in sub-paragraph (b) of the definition thereof), as determined by a DC Resolution, the date that is 60 calendar days prior to the Credit Event Resolution Request Date; or

    (B) otherwise, that is 60 calendar days prior to the earlier of:

        (I) if the Notice Delivery Date occurs during the Notice Delivery Period, the Notice Delivery Date; and

        (II) if the Notice Delivery Date occurs during the Post Dismissal Additional Period, the Credit Event Resolution Request Date; or

(b) if Credit Event Backstop Date is specified as "Not Applicable" in the applicable Conditions Supplement, the Credit Event Backstop Date shall be deemed to be the Trade Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**Credit Event Notice** means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Credit Event that occurred on or after the applicable Credit Event Backstop Date and on or prior to the Extension Date. A Credit Event Notice must contain a description in reasonable detail of the facts relevant to the determination that a Credit Event has occurred. The Credit Event that is the subject of the Credit Event Notice need not be continuing on the date the Credit Event Notice is effective. A Credit Event Notice shall be subject to the requirements regarding notices set out in Condition 9(q) (*Calculation Agent and Calculation Agent Notices*). Upon receipt of the Credit Event Notice by the Issuer, the Issuer shall give a notice in similar terms to Noteholders as soon as practicable in accordance with Condition 17 (*Notices*).

**Credit Event Redemption Amount** means, in respect of each principal amount of the Notes equal to the Calculation Amount, the amount specified as such in the applicable Conditions Supplement or if no such amount is specified in the applicable Conditions Supplement, an amount calculated by the Calculation Agent equal to:

[A x B x C] - D - E

where:

**A** is the Calculation Amount;

**B** is the Applicable Percentage;

**C** is the Final Price;

**D** is Unwind Costs; and

**E** is the EDD Adjustment Amount (if applicable),

provided that in no event shall the Credit Event Redemption Amount be less than zero.

**Credit Event Redemption Date** means (i) if the Credit Event Redemption Amount or Final Price is not specified in the applicable Conditions Supplement, the day falling the number of Business Days specified in the applicable Conditions Supplement (or, if a number of Business Days is not so specified, five Business Days) following the calculation of the Final Price or, (ii) if the Credit Event Redemption Amount or the Final Price is specified in the applicable Conditions Supplement, the date that is five Business Days (or such other number of Business Days specified in the applicable Conditions Supplement) following the relevant Event Determination Date (or if Cash Settlement is applicable pursuant to the Fallback Settlement Method in accordance with Condition 9(d) (*Auction Settlement*), the date that is five Business Days (or such other number of Business Days specified in the applicable Conditions Supplement) following any Auction Cancellation Date or No Auction Announcement Date in respect of the relevant Auction, if later).

**Credit Event Resolution Request Date** means, with respect to a DC Credit Event Question, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which the DC Credit Event Question was effective and on which the relevant Credit Derivatives Determinations Committee was in possession of Publicly Available Information with respect to such DC Credit Event Question.

**Currency Amount** means, whenever an amount is denominated in a currency other than the Settlement Currency and is specified in Condition 9 (*Credit Linked Notes*) to be determined by reference to a Currency Amount, such amount converted to the relevant Settlement Currency using the Currency Rate.

**Currency Rate** means the rate determined by the Calculation Agent in good faith acting in a commercially reasonable manner equal to the rate of conversion of the currency of the Deliverable Obligation into the Settlement Currency as of such time and date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements.

**DC Announcement Coverage Cut-off Date** means, with respect to a DC Credit Event Announcement, the Auction Final Price Determination Date, the Auction Cancellation Date, or the date that is fourteen calendar days following the No Auction Announcement Date, if any, as applicable.

**DC Credit Event Announcement** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Credit Event Backstop Date and on or prior to the Extension Date, provided that if the Credit Event occurred after the Scheduled Maturity Date, the DC Credit Event Announcement must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date.

**DC Credit Event Meeting Announcement** means, with respect to the Reference Entity, a public announcement by the DC Secretary that a Credit Derivatives Determinations Committee will be convened to Resolve the matters described in a DC Credit Event Question.

**DC Credit Event Question** means a notice to the DC Secretary requesting that a Credit Derivatives

Determinations Committee be convened to Resolve whether an event that constitutes a Credit Event has occurred.

**DC Credit Event Question Dismissal** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved not to determine the matters described in a DC Credit Event Question.

**DC Determination Cut-off Date** has the meaning given to that term in Condition 9(h) (*Credit Derivatives DC Extension*).

**DC No Credit Event Announcement** means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that is the subject of a DC Credit Event Question does not constitute a Credit Event.

**DC Resolution** has the meaning given to that term in the Rules.

**DC Secretary** has the meaning given to that term in the Rules.

**Default Requirement** means the amount specified as such in the applicable Conditions Supplement or its equivalent in the relevant Obligation Currency or, if a Default Requirement is not specified in the applicable Conditions Supplement, U.S.$10,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Credit Event.

**Deliver** means to deliver, novate, transfer (including, in the case of a Guarantee, transfer of the benefit of the Guarantee), assign or sell, as appropriate, in the manner customary for the settlement of the applicable Deliverable Obligations (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title (or, with respect to Deliverable Obligations where only equitable title is customarily conveyed, all equitable title) and interest in the Asset Amount to the relevant Noteholder free and clear of any and all liens, charges, claims or encumbrances (excluding any liens routinely imposed on all securities in a relevant clearance system, but including without limitation any counterclaim, defence (other than a counterclaim or defence based on the factors set out in (a) to (d) in the definition of "Credit Event" above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor) provided that (i) if all or a portion of the Asset Amount consists of Direct Loan Participations, "**Deliver**" means to create (or procure the creation of) a participation in favour of the relevant Noteholder and (ii) if a Deliverable Obligation is a Guarantee, "**Deliver**" means to Deliver both the Underlying Obligation and the Guarantee, provided further that if the Guarantee has a Fixed Cap, "**Deliver**" means to Deliver the Underlying Obligation, the Guarantee and all claims to any amounts which are subject to such Fixed Cap. "**Delivery**" and "**Delivered**" will be construed accordingly. In the case of a Loan, Delivery shall be effected using documentation substantially in the form of the documentation customarily used in the relevant market for Delivery of such Loan at that time.

If Asset Package Delivery is specified as applicable in the Conditions Supplement, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable, may be satisfied by Delivery of the related Asset Package, and such Asset Package shall be treated as having the same currency, Outstanding Principal Balance or Due and Payable Amount, as applicable, as the Prior Deliverable Obligation or Package Observable Bond to which it corresponds had immediately prior to the Asset Package Credit Event, (ii) the paragraph above shall be deemed to apply to each Asset in the Asset Package provided that if any such Asset is not a Bond, it shall be treated as if it were a Loan for these purposes, (iii) if the Asset Package is zero, the Outstanding Amount of the Prior Deliverable Obligation or Package Observable Bond shall be deemed to have been Delivered in full three Business Days following the date on which the Issuer has notified the Noteholders in accordance with Condition 17 (*Notices)* of the detailed description of the Asset Package that it intends to Deliver, (iv) the Issuer may satisfy its obligation to make Delivery of the Prior Deliverable Obligation or Package Observable Bond in part by Delivery of each Asset in the Asset Package in the correct proportion and (v) if the relevant Asset is a Non-Transferable Instrument or Non-Financial Instrument, the Asset shall be deemed to be an amount of cash equal to the Asset Market Value and the term Asset Package shall be construed accordingly.

**Deliverable Obligation** means:

(a) any obligation of the Reference Entity (either directly, or as provider of a Relevant Guarantee) determined pursuant to the method described in "(i) Method for Determining Deliverable Obligations" below;

(b) the Reference Obligation;

(c) solely in relation to a Restructuring Credit Event applicable to a Reference Entity which is a Sovereign, and unless Asset Package Delivery is applicable, any Sovereign Restructured Deliverable Obligation; and

(d) if Asset Package Delivery is applicable (i) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement, any Prior Deliverable Obligation, or (ii) if the Reference Entity is a Sovereign, any Package Observable Bond,

in each case, (i) unless it is an Excluded Deliverable Obligation and (ii) provided that the obligation has an Outstanding Principal Balance or Due and Payable Amount that is greater than zero (determined for purposes of paragraph (d) above, immediately prior to the relevant Asset Package Credit Event).

*(i)* *Method for Determining Deliverable Obligations*. For the purposes of this definition of "Deliverable Obligation", the term "Deliverable Obligation" may be defined as each obligation of the Reference Entity described by the Deliverable Obligation Category specified in the Conditions Supplement, and, subject to paragraph (ii) (*Interpretation of Provisions*) below, having each of the Deliverable Obligation Characteristics, if any, specified in the Conditions Supplement, in each case, as of each such date the Calculation Agent determines relevant for purposes of the Hedging Arrangements. The following terms shall have the following meanings:

(A) **Deliverable Obligation Category** means one of Payment, Borrowed Money, Reference Obligation Only, Bond, Loan, or Bond or Loan (each as defined in the definition of "Obligation" below, except that, for the purpose of determining Deliverable Obligation, the definition of "Reference Obligations Only" shall be amended to state that no Deliverable Obligation Characteristics shall be applicable to Reference Obligation Only).

(B) **Deliverable Obligation Characteristics** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed, Not Domestic Issuance (each as defined in the definition of "Obligation" below), Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer, and:

(1) **Assignable Loan** means a Loan that is capable of being assigned or novated to, at a minimum, commercial banks or financial institutions (irrespective of their jurisdiction of organisation) that are not then a lender or a member of the relevant lending syndicate, without the consent of the relevant Reference Entity or the guarantor, if any, of such Loan (or the consent of the applicable borrower if the Reference Entity is guaranteeing such Loan) or any agent;

(2) **Consent Required Loan** means a Loan that is capable of being assigned or novated with the consent of the Reference Entity or the guarantor, if any, of such Loan (or the consent of the relevant borrower if the Reference Entity is guaranteeing such Loan) or any agent;

(3) **Direct Loan Participation** means a Loan in respect of which, pursuant to a participation agreement, the Issuer is capable of creating, or procuring the creation of, a contractual right in favour of each Noteholder that provides each Noteholder with recourse to the participation seller for a specified share in any payments due under the relevant Loan which are received by such participation seller, any such agreement to be entered into between each

Noteholder and either (A) the Issuer (to the extent that the Issuer is then a lender or a member of the relevant lending syndicate), or (B) a Qualifying Participation Seller (if any) (to the extent such Qualifying Participation Seller is then a lender or a member of the relevant lending syndicate);

(4) **Transferable** means an obligation that is transferable to institutional investors without any contractual, statutory or regulatory restriction, provided that none of the following shall be considered contractual, statutory or regulatory restrictions:

(I) contractual, statutory or regulatory restrictions that provide for eligibility for resale pursuant to Rule 144A or Regulation S promulgated under the United States Securities Act of 1933, as amended (and any contractual, statutory or regulatory restrictions promulgated under the laws of any jurisdiction having a similar effect in relation to the eligibility for resale of an obligation);

(II) restrictions on permitted investments such as statutory or regulatory investment restrictions on insurance companies and pension funds; or

(III) restrictions in respect of blocked periods on or around payment dates or voting periods;

(5) **Maximum Maturity** means an obligation that has a remaining maturity from the Physical Settlement Date of not greater than the period specified in the Conditions Supplement (or if no such period is specified, thirty years);

(6) **Accelerated or Matured** means an obligation under which the principal amount owed, whether by reason of maturity, acceleration, termination or otherwise is due and payable in full in accordance with the terms of such obligation, or would have been but for, and without regard to, any limitation imposed under any applicable insolvency laws; and

(7) **Not Bearer** means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via Euroclear, Clearstream, Luxembourg or any other internationally recognised clearing system.

*(ii)* *Interpretation of Provisions*.

(A) If either of the Obligation Characteristic Listed or Not Domestic Issuance is specified in the Conditions Supplement, the Conditions Supplement shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.

(B) If (i) either of the Deliverable Obligation Characteristics Listed, Not Domestic Issuance or Not Bearer is specified in the Conditions Supplement, the Conditions Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds; (ii) the Deliverable Obligation Characteristic Transferable is specified in the Conditions Supplement, the Conditions Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics Assignable Loan, Consent Required Loan or Direct Loan Participation is specified in the Conditions Supplement, the Conditions Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans.

(C) If more than one of Assignable Loan, Consent Required Loan and Direct Loan Participation are specified as Deliverable Obligation Characteristics in the Conditions Supplement, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.

(D) If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:

(1) for purposes of the application of the Obligation Category or the Deliverable Obligation Category, the Relevant Guarantee shall be deemed to satisfy the same category or categories as those that describe the Underlying Obligation;

(2) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, both the Relevant Guarantee and the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the Conditions Supplement from the following list: Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency and Not Domestic Law;

(3) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics, only the Underlying Obligation must satisfy on the relevant date or dates each of the applicable Obligation Characteristics or the Deliverable Obligation Characteristics, if any, specified in the Conditions Supplement from the following list: Listed, Not Domestic Issuance, Assignable Loan, Consent Required Loan, Direct Loan Participation, Transferable, Maximum Maturity, Accelerated or Matured and Not Bearer; and

(4) for purposes of the application of the Obligation Characteristics or the Deliverable Obligation Characteristics to an Underlying Obligation, references to the Reference Entity shall be deemed to refer to the Underlying Obligor.

(E) For purposes of the application of the Deliverable Obligation Characteristic Maximum Maturity, remaining maturity shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the remaining maturity shall be zero.

(F) If Financial Reference Entity Terms and Governmental Intervention are specified as applicable in the Conditions Supplement, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.

(G) For purposes of determining the applicability of Deliverable Obligation Characteristics to a Prior Deliverable Obligation or a Package Observable Bond, any such determination shall be made by reference to the terms of the relevant obligation in effect immediately prior to the Asset Package Credit Event.

(H) If Subordinated European Insurance Terms is specified as applicable in the Conditions Supplement, if an obligation would otherwise satisfy the

Maximum Maturity Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

For the avoidance of doubt the provisions of this paragraph (ii) apply in respect of the definitions of Obligation and Deliverable Obligation as the context admits.

**Deliverable Obligation Terms** has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.

**Delivery Date** means, with respect to a Deliverable Obligation or an Asset Package, the date such Deliverable Obligation is Delivered (or deemed to be Delivered pursuant to the definition of "Deliver" above).

**Domestic Currency** means the currency specified as such in the Conditions Supplement and any successor currency thereto (or if no such currency is specified the lawful currency and any successor currency of (a) the Reference Entity, if the Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if the Reference Entity is not a Sovereign).

**Domestic Law** means each of the laws of (a) the Reference Entity, if such Reference Entity is a Sovereign, or (b) the jurisdiction in which the Reference Entity is organised, if such Reference Entity is not a Sovereign.

**Downstream Affiliate** means an entity whose outstanding Voting Shares were, at the date of issuance of the Qualifying Guarantee, more than 50 per cent. owned, directly or indirectly, by the Reference Entity.

**Due and Payable Amount** means the amount that is due and payable by the Reference Entity under the obligation whether by reason of maturity, acceleration, termination or otherwise (excluding sums in respect of default interest, indemnities, tax gross-ups and other similar amounts) less all or any portion of such amount which, pursuant to the terms of the obligation (a) is subject to any Prohibited Action, or (b) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (i) payment or (ii) a Permitted Contingency), in each case, determined in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date, as applicable.

**EDD Adjustment Amount** means, in connection with a change of the date of an Event Determination Date pursuant to Condition 9(j)(*Reversals of DC Resolutions and adjustments to Event Determination Dates)*, an amount in the Specified Currency determined by the Calculation Agent in respect of each Calculation Amount equal to each amount of interest per Calculation Amount that would not have been paid (if any) on any Interest Payment Date to Noteholders had the earlier Event Determination Date been the date originally determined as the Event Determination Date.

**Eligible Information** means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

**Eligible Transferee** means:

(a) any:

(i) bank or other financial institution;

(ii) insurance or reinsurance company;

(iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in sub-paragraph (c)(i)); and

(iv) registered or licensed broker or dealer (other than a natural person or proprietorship),

provided, however, in each case that such entity has total assets of at least U.S.$500 million;

(b) an Affiliate of an entity specified in sub-paragraph (a) above;

(c) each of a corporation, partnership, proprietorship, organisation, trust or other entity:

(i) that is an investment vehicle (including, without limitation, any hedge fund, issuer of collateralised debt obligations, commercial paper conduit or other special purpose vehicle) that (A) has total assets of at least U.S.$100 million or (B) is one of a group of investment vehicles under common control or management having, in aggregate, total assets of at least U.S.$100 million; or

(ii) that has total assets of at least U.S.$500 million; or

(iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraphs (a), (b), (c)(ii), (d) or (e);

(d) any Sovereign; or

(e) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development.

All references in this definition to U.S.$ include equivalent amounts in other currencies in each case as determined by the Calculation Agent.

**Event Determination Date** means, with respect to a Credit Event with respect to which:

(a) Auction Settlement is the applicable Settlement Method:

(i) subject to paragraph (a)(ii) of this definition, the Notice Delivery Date if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (A) a DC Credit Event Announcement has occurred nor (B) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(ii) notwithstanding paragraph (a)(i) of this definition, the Credit Event Resolution Request Date, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) and either:

(A) (1) the Credit Event is not an M(M)R Restructuring; and

(2) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or

(B) (1) the Credit Event is an M(M)R Restructuring; and

(2) a Credit Event Notice is delivered and is effective on or prior to the Exercise Cut-off Date, *provided that* no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, or the Calculation Agent otherwise determines this is consistent with any Hedging Arrangements, or

(b) if paragraph (a) of this definition does not apply, the Non-Standard Event Determination Date.

Where the Notes are First-to-Default Credit Linked Notes, an Event Determination Date shall be deemed to occur with respect to the Notes on the first occasion an Event Determination Date occurs with respect to any Reference Entity (the **First Reference Entity**). Where the Notes are First-to-Default Credit Linked Notes or $N^{th}$-to-Default Credit Linked Notes and an Event Determination Date occurs with respect to more than one Reference Entity on the same day, the Calculation Agent shall determine in its sole discretion the order in which such Event Determination Dates occur.

**Event Determination Date Reversal** has the meaning given in Condition 9(j)(iii)(B) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*).

**Excluded Deliverable Obligation** means:

(a) any obligation of a Reference Entity specified as such or of a type described in the Conditions Supplement;

(b) any principal only component of a Bond from which some or all of the interest components have been stripped; and

(c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

**Excluded Obligation** means:

(a) any obligation of a Reference Entity specified as such or of a type described in the Conditions Supplement;

(b) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement and (i) the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Subordinated Obligation; and

(c) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement and the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, then for purposes of determining whether a Governmental Intervention or Restructuring has occurred, any Further Subordinated Obligation.

**Exercise Amount** has the meaning given in Condition 9(l)(i) (*Restructuring Credit Event*).

**Exercise Cut-off Date** means either:

(a) with respect to an M(M)R Restructuring and any Note to which paragraph (a) of the definition of Event Determination Date above applies:

    (i) if the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five Relevant City Business Days following the date on which such Final List is published; or

    (ii) otherwise, the date that is 14 calendar days following the relevant No Auction Announcement Date; or

(b) with respect to a Credit Event where paragraph (a) of the definition of Event Determination Date does not apply, the relevant Non-Standard Exercise Cut-off Date,

or, in each case, such other date as the relevant Credit Derivatives Determinations Committee Resolves.

**Extension Date** means the latest of:

(a) the Scheduled Maturity Date;

(b) the Grace Period Extension Date if (i) Failure to Pay and Grace Period Extension are specified as applying in the Conditions Supplement, and (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Maturity Date; and

(c) the Repudiation/Moratorium Evaluation Date (if any) if Repudiation/Moratorium is specified as applicable in the Conditions Supplement, as applicable.

**Failure to Pay** means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure provided that, if an occurrence that would constitute a Failure to Pay (a) is a result of a redenomination that occurs as a result of action taken by a Governmental Authority which is of general application in the jurisdiction of such Governmental Authority and (b) a freely available market rate of conversion existed at the time of the redenomination, then such occurrence will be deemed not to constitute a Failure to Pay unless the redenomination itself constituted a reduction in the rate or amount of interest, principal or premium payable (as determined by reference to such freely available market rate of conversion) at the time of such redenomination.

**Fallback Settlement Method** means, with respect to Notes for which Auction Settlement is specified as the Settlement Method in the applicable Conditions Supplement, the Fallback Settlement Method specified in such Conditions Supplement, or if no Fallback Settlement Method is specified, the Fallback Settlement Method shall be deemed to be "Cash Settlement".

**Final Delivery Date** has the meaning given to that term in Condition 9(m)(x)(*Physical Delivery)*.

**Final List** has the meaning given to that term in the Rules.

**Final Price** means with respect to any Valuation Obligation the price of the Valuation Obligation, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, as specified in the Conditions Supplement or, if not so specified, determined in accordance with the Valuation Method specified in the applicable Conditions Supplement or, if no Valuation Method is specified in the Conditions Supplement, the Valuation Method set out in the definition of Valuation Method in either Condition 9(n) (*Partial Cash Settlement*) or Condition 23 (*Definitions*) (as applicable).

**First-to-Default Credit Linked Notes** means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of two or more Reference Entities and pursuant to which, upon the occurrence of an Event Determination Date with respect to any of such Reference Entities, the Notes will be redeemed in accordance with the relevant Settlement Method.

**Fixed Cap** means, with respect to a Guarantee, a specified numerical limit or cap on the liability of the Reference Entity in respect of some or all payments due under the Underlying Obligation, provided that a Fixed Cap shall exclude a limit or cap determined by reference to a formula with one or more variable inputs (and for these purposes, the outstanding principal or other amounts payable pursuant to the Underlying Obligation shall not be considered to be variable inputs).

**Full Quotation** means, in accordance with the Quotation Method, each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Valuation Obligation with an Outstanding Principal Balance or Due and Payable Amount equal to the Quotation Amount.

**Fully Transferable Obligation** means a Deliverable Obligation that is either Transferable, in the case of Bonds, or capable of being assigned or novated to all Eligible Transferees without the consent of any person being required in the case of any Deliverable Obligation other than Bonds, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements. Any requirement that notification of novation, assignment or transfer of a Deliverable

Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered as a requirement for consent for purposes of this definition of "Fully Transferable Obligation".

**Further Subordinated Obligation** means, in respect of a Reference Entity, if the relevant Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, any obligation which is Subordinated thereto.

**Governmental Authority** means:

(a) any *de facto* or de jure government (or any agency, instrumentality, ministry or department thereof);

(b) any court, tribunal, administrative or other governmental, inter-government or supranational body;

(c) any authority or any other entity (private or public) either designated as a resolution authority or charged with the regulation or supervision of the financial markets (including a central bank) of the Reference Entity or some or all of its obligations; or

(d) any other authority which is analogous to any of the entities specified in paragraph (a) to (c) above.

**Governmental Intervention** means that, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs as a result of action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

(a) any event which would affect creditors' rights so as to cause:

    (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

    (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

    (iii) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or

    (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

(b) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;

(c) a mandatory cancellation, conversion or exchange; or

(d) any event which has an analogous effect to any of the events specified in paragraphs (a) to (c).

For purposes of this definition of Governmental Intervention, the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee.

If CoCo Supplement is specified as applicable in the Conditions Supplement, the following provisions shall apply:

(x) A CoCo Provision shall be deemed to be a provision which permits a Governmental Intervention.

(y) If, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, the operation of one or more CoCo Provisions results in (i) a permanent or temporary reduction of the amount of principal payable at redemption or (ii) a conversion of principal into shares or another instrument, such event shall be deemed to constitute a Governmental Intervention.

**Grace Period** means:

(a) subject to sub-paragraphs (b) and (c) below, the applicable grace period with respect to payments under and in accordance with the terms of the relevant Obligation in effect as of the date as of which such Obligation is issued or incurred;

(b) if Grace Period Extension is specified as applying in the Conditions Supplement, a Potential Failure to Pay has occurred on or prior to the Scheduled Maturity Date or relevant Interest Payment Date and the applicable grace period cannot, by its terms, expire on or prior to the Scheduled Maturity Date or relevant Interest Payment Date, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the Conditions Supplement or, if no period is specified in the Conditions Supplement, 30 calendar days; and

(c) if, as of the date as of which an Obligation is issued or incurred, no grace period with respect to payments or a grace period with respect to payments of less than three Grace Period Business Days is applicable under the terms of such Obligation, a Grace Period of three Grace Period Business Days shall be deemed to apply to such Obligation; provided that, unless Grace Period Extension is specified as applying in the Conditions Supplement, such deemed Grace Period shall expire no later than the Scheduled Maturity Date or relevant Interest Payment Date.

**Grace Period Business Day** means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation and if a place or places are not so specified (a) if the Obligation Currency is the euro, a day on which the TARGET2 System is open, or (b) otherwise, a day on which commercial banks and foreign exchange markets are generally open to settle payments in the principal financial city in the jurisdiction of the Obligation Currency.

**Grace Period Extension Date** means, if:

(a) Grace Period Extension is specified as applying in the Conditions Supplement; and

(b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date or relevant Interest Payment Date,

the date falling the number of days in the Grace Period after the date of such Potential Failure to Pay. If “Grace Period Extension” is not specified as applicable in the Conditions Supplement, Grace Period Extension shall not apply.

**Guarantee** means a Relevant Guarantee or a guarantee which is the Reference Obligation.

**Hedge Disruption Event** means in the opinion of the Calculation Agent any event as a result of which the Issuer and/or any of its Affiliates has not received the relevant Deliverable Obligations under the terms of any Hedging Arrangements entered into in respect of the Notes.

**Hedge Disruption Obligation** means a Deliverable Obligation included in the Asset Amount which, on the Physical Settlement Date for such Deliverable Obligation, the Calculation Agent determines cannot be Delivered as a result of a Hedge Disruption Event.

**Hedging Arrangements** means any transaction(s), asset(s) or trading position(s) the Issuer and/or any of its Affiliates or agents may enter into or hold from time to time (including, if applicable, on a portfolio basis) to hedge directly or indirectly and whether in whole or in part the credit or other price risk of the Issuer issuing and performing its obligations with respect to the Credit Linked Notes.

**Indicative Quotation** means, for the purposes of Condition 9(n) (*Partial Cash Settlement*), each quotation in accordance with the Quotation Method obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates. Indicative Quotations shall be applicable only in the event that the provisions of Condition 9(n)(i) (*Partial Cash Settlement*) are applicable.

**Interest Recommencement Date** has the meaning given to it in Condition 9(j)(iii)(B) (*Reversals of DC Resolutions and adjustments to Event Determination Dates*).

**ISDA** means the International Swaps and Derivatives Association, Inc. or any successor thereto as determined by the Calculation Agent.

**Largest Asset Package** means, in respect of a Prior Deliverable Obligation or a Package Observable Bond, as the case may be, the package of Assets for which the greatest amount of principal has been or will be exchanged or converted (including by way of amendment), as determined by the Calculation Agent by reference to Eligible Information. If this cannot be determined, the Largest Asset Package will be the package of Assets with the highest immediately realizable value, determined by the Calculation Agent in accordance with the methodology, if any, determined by the relevant Credit Derivatives Determinations Committee.

**Latest Maturity Restructured Bond or Loan** has the meaning given to that term in the definition of "Restructuring Maturity Limitation Date".

**Legacy Reference Entity** has the meaning given in Condition 9(k)(x) (*Succession*).

**Limitation Date** means the first of 20 March, 20 June, 20 September or 20 December in any year to occur on or immediately following the date that is one of the following numbers of years after the Restructuring Date: 2.5 years (the **2.5-year Limitation Date**), 5 years, 7.5 years, 10 years (the **10-year Limitation Date**), 12.5 years, 15 years, or 20 years, as applicable. Limitation Dates shall not be subject to adjustment in accordance with any Business Day Convention.

**M(M)R Restructuring** means a Restructuring Credit Event in respect of which either Mod R or Mod Mod R is specified as applicable in the Conditions Supplement.

**Market Value** means, with respect to a Valuation Obligation, an Undeliverable Obligation, a Hedge Disruption Obligation, an Undeliverable Loan Obligation or an Unassignable Obligation, on a Valuation Date:

(a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded);

(c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;

(d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation;

(e) for the purposes of Condition 9(n) (*Partial Cash Settlement*) only, if Indicative Quotations are specified as applying in the applicable Conditions Supplement and exactly three Indicative Quotations are obtained, the Indicative Quotation remaining after disregarding the highest and lowest Indicative Quotations (and if more than one such Indicative Quotations have the

same highest or lowest value, then one of such highest or lowest Indicative Quotations shall be disregarded);

(f) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount as determined by the Calculation Agent on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and

(g) if two or more Full Quotations or a Weighted Average Quotation are not obtained (and, if Indicative Quotations are specified as applicable, fewer than three Indicative Quotations are obtained) on or prior to the tenth Business Day following the applicable Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations for the Valuation Obligation obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

**Maturity Date** means either (a) the Credit Event Redemption Date, the Auction Credit Event Redemption Date, the Partial Cash Settlement Date, the Postponed Maturity Date and the Physical Settlement Date or (b) if none of the foregoing is relevant, the Scheduled Maturity Date.

**Maturity Date Extension Event** means, in the determination of the Calculation Agent, the occurrence of any of the following:

(a) where Repudiation/Moratorium is specified as a Credit Event in the applicable Conditions Supplement, a Potential Repudiation/Moratorium has or may have occurred;

(b) where Failure to Pay is specified as a Credit Event in the applicable Conditions Supplement, a Potential Failure to Pay has or may have occurred;

(c) a Potential Credit Event has occurred and the Credit Derivatives Determinations Committee has not made its determination on or prior to the Scheduled Maturity Date; or

(d) the occurrence of a Postponed Maturity Date or a Postponed Interest Payment Date.

**Merger Event** and **Merger Event Notice** have the meanings given in Condition 9(k)(xii) (*Succession*).

**Minimum Quotation Amount** means the amount specified as such in the applicable Conditions Supplement (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) U.S.$1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the Quotation Amount. For the purposes of Condition 9(n) (*Partial Cash Settlement*), there shall be no Minimum Quotation Amount.

**Modified Eligible Transferee** means any bank, financial institution or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets.

**Modified Restructuring Maturity Limitation Date** means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date.

Subject to the foregoing, in the event that the Scheduled Maturity Date is later than the 10-year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

**Movement Option** means, with respect to an M(M)R Restructuring for which a No Auction Announcement Date has occurred pursuant to paragraph (b) or (c)(ii) of the definition of No Auction Announcement Date, the option of the Issuer to apply to the Credit Linked Notes, for purposes of settlement, the Parallel Auction Settlement Terms, if any, for purposes of which the Permissible Deliverable Obligations are more limited than the Deliverable Obligations that could apply in respect

of the Reference Transaction (provided that if more than one such set of Parallel Auction Settlement Terms are published, the Parallel Auction Settlement Terms specifying the greatest number of such Permissible Deliverable Obligations shall apply). If no Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, the Credit Linked Notes will be settled in accordance with the Fallback Settlement Method. If a Notice to Exercise Movement Option is delivered by the Issuer on or prior to the Movement Option Cut-off Date, such event will be notified to Noteholders in accordance with Condition 17 (*Notices*).

**Movement Option Cut-off Date** means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

**Multiple Holder Obligation** means an Obligation that (i) at the time of the event which constitutes a Restructuring Credit Event is held by more than three holders that are not Affiliates of each other and (ii) with respect to which a percentage of holders (determined pursuant to the terms of the Obligation as in effect on the date of such event) at least equal to 66 and two-thirds is required to consent to the event which constitutes a Restructuring Credit Event; provided that any Obligation that is a Bond shall be deemed to satisfy the requirement in (ii).

**New Basket**, **New Basket Nominal Amount**, **New Basket Relevant Proportion** and **New Basket Outstanding Principal Amount** have the meanings given to such terms in Conditions 9(k)(vi) *(Succession - where the Notes are First - to - Default Credit Linked Notes)* and 9(k)(vii) (*Succession - where the Notes are N$^{th}$ - to - Default Credit Linked Notes*).

**No Auction Announcement Date** means, with respect to a Credit Event, the date on which the DC Secretary first publicly announces that:

(a) no Transaction Auction Settlement Terms and, if applicable, no Parallel Auction Settlement Terms will be published;

(b) following the occurrence of an M(M)R Restructuring no Transaction Auction Settlement Terms will be published, but Parallel Auction Settlement Terms will be published; or

(c) the relevant Credit Derivatives Determinations Committee has Resolved that no Auction will be held following a prior public announcement by the DC Secretary to the contrary, in circumstances where either:

    (i) no Parallel Auction will be held; or

    (ii) one or more Parallel Auctions will be held.

**Non-Conforming Reference Obligation** means a Reference Obligation which is not a Conforming Reference Obligation.

**Non-Conforming Substitute Reference Obligation** means an obligation which would be a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above on the Substitution Date but for one or more of the same reasons which resulted in the Reference Obligation constituting a Non-Conforming Reference Obligation on the date it was issued or incurred and/or immediately prior to the Substitution Event Date (as applicable).

**Non-Financial Instrument** means any Asset which is not of the type typically traded in, or suitable for being traded in, financial markets.

**Non-Standard Event Determination Date** means with respect to a Credit Event:

(a) subject to paragraph (b) of this definition, the Notice Delivery Date, if the Notice Delivery Date occurs during either the Notice Delivery Period or the Post Dismissal Additional Period, provided that neither (i) a DC Credit Event Announcement has occurred nor (ii) a DC No Credit Event Announcement has occurred, in each case, with respect to the Credit Event specified in the Credit Event Notice; or

(b) notwithstanding paragraph (a) of this definition, if a DC Credit Event Announcement has occurred and the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) either:

(i) the Credit Event Resolution Request Date, if either:

(A) (1) Auction Settlement is not the applicable Settlement Method;

(2) the relevant Credit Event is not an M(M)R Restructuring; and

(3) the Trade Date occurs on or prior to the date of the DC Credit Event Announcement; or

(B) (1) Auction Settlement is the applicable Settlement Method or the relevant Credit Event is an M(M)R Restructuring; and

(2) a Credit Event Notice is delivered and is effective on or prior to the Non-Standard Exercise Cut-off Date, or

(ii) the first date on which a Credit Event Notice is delivered and is effective during either the Notice Delivery Period or the period from and including the date of the DC Credit Event Announcement to and including the date that is fourteen calendar days thereafter (provided, in each case, that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)), if either:

(A) (1) Auction Settlement is not the applicable Settlement Method;

(2) the relevant Credit Event is not an M(M)R Restructuring; and

(3) the Trade Date occurs following the date of the related DC Credit Event Announcement and on or prior to a DC Announcement Coverage Cut-off Date; or

(B) the Calculation Agent determines this is otherwise consistent with any Hedging Arrangement,

provided that no Credit Event Notice specifying an M(M)R Restructuring as the only Credit Event has previously been delivered unless the M(M)R Restructuring specified in such Credit Event Notice is also the subject of the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date or the Calculation Agent determines this is otherwise consistent with any Hedging Arrangement.

**Non-Standard Exercise Cut-off Date** means, with respect to a Credit Event to which paragraph (a) of the definition of Event Determination Date does not apply:

(a) if such Credit Event is not an M(M)R Restructuring, either:

(i) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;

(ii) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or

(iii) the date that is 14 calendar days following the No Auction Announcement Date, if any, as applicable; or

(b) if such Credit Event is an M(M)R Restructuring and:

(i) the DC Secretary publishes a Final List applicable to the Transaction Auction Settlement Terms and/or Parallel Auction Settlement Terms, the date that is five

Relevant City Business Days following the date on which such Final List is published; or

(ii) otherwise, the date that is 14 calendar days following the relevant No Auction Announcement Date.

**Non-Standard Reference Obligation** means, in respect of the Reference Entity, the Original Non-Standard Reference Obligation or if a Substitute Reference Obligation has been determined, the Substitute Reference Obligation.

**Non-Transferable Instrument** means any Asset which is not capable of being transferred to institutional investors, excluding due to market conditions.

**NOPS Amendment Notice** has the meaning given in Condition 9(c)(iii) (*Physical Settlement*).

**Notice Delivery Date** means the first date on which both an effective Credit Event Notice and, unless Notice of Publicly Available Information is specified as not applicable in the Conditions Supplement, an effective Notice of Publicly Available Information, have been delivered by the Calculation Agent.

**Notice Delivery Period** means the period from and including the Trade Date to and including the second Business Day after the date falling 14 calendar days after the Extension Date.

**Notice of Physical Settlement** shall have the meaning given in Condition 9(c)(i) (*Physical Settlement*).

**Notice of Publicly Available Information** means an irrevocable notice from the Calculation Agent (which may be by telephone) to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that cites Publicly Available Information confirming the occurrence of the Credit Event or Potential Repudiation/Moratorium, as applicable, described in the Credit Event Notice or Repudiation/Moratorium Extension Notice. The notice given must contain a copy or description in reasonable detail, of the relevant Publicly Available Information. If Notice of Publicly Available Information is specified as applying in the applicable Conditions Supplement and a Credit Event Notice or Repudiation/Moratorium Extension Notice, as applicable, contains Publicly Available Information, such Credit Event Notice or Repudiation/Moratorium Extension Notice will also be deemed to be a Notice of Publicly Available Information. A Notice of Publicly Available Information shall be subject to the requirements regarding notices in Condition 9(q) (*Calculation Agent and Calculation Agent Notices*). Upon receipt of the Notice of Publicly Available Information by the Issuer, the Issuer shall give a notice in similar terms to the Noteholders as soon as practicable in accordance with Condition 17 (*Notices*).

**Notice to Exercise Movement Option** means, with respect to Notes for which (a) M(M)R Restructuring is applicable and (b) the Fallback Settlement Method would otherwise be applicable pursuant to the Auction Settlement provisions, a notice from the Issuer to the Calculation Agent that (i) specifies the Parallel Auction Settlement Terms applicable in accordance with the definition of Movement Option and (ii) is effective on or prior to the Movement Option Cut-off Date.

***$N^{th}$* Reference Entity** means, in respect of any Series of $N^{th}$-to-Default Credit Linked Notes, the numbered (such number being the **Relevant Number**) Reference Entity with respect to which an Event Determination Date must have occurred, and not been reversed prior to the Auction Final Price Determination Date in respect of an Auction, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Maturity Date, as applicable, in order for the Notes to be redeemed in accordance with the applicable Settlement Method. For example, if the applicable Conditions Supplement specifies that the Notes are Second-to-Default Credit Linked Notes, then the $N^{th}$ Reference Entity shall be the second Reference Entity with respect to which an Event Determination Date has occurred.

***$N^{th}$*-to-Default Credit Linked Notes** means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of two or more Reference Entities and pursuant to which, upon the occurrence of an Event Determination Date with respect to the $N^{th}$ Reference Entity, and provided that the Event Determination Date not been reversed prior to the Auction Final Price Determination Date in respect of an Auction, a Valuation Date, the Physical Settlement Date (or, if earlier, a Delivery Date), or the Maturity Date, as applicable, the Notes will be

redeemed in accordance with the relevant Settlement Method.

**Obligation** means:

(a) any obligation of the Reference Entity (either directly, or as a provider of a Relevant Guarantee) determined pursuant to the method described in "Method for Determining Obligations" below; and

(b) the Reference Obligation,

in each case unless it is an Excluded Obligation.

**Method for Determining Obligations**. For the purposes of paragraph (a) of this definition of "Obligation", the term "Obligation" may be defined as each obligation of the Reference Entity described by the Obligation Category specified in the Conditions Supplement, and having each of the Obligation Characteristics (if any) specified in the Conditions Supplement, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or the DC Credit Event Question resulting in the occurrence of the Credit Event Resolution Request Date, as applicable. The following terms shall have the following meanings:

(i) **Obligation Category** means Payment, Borrowed Money, Reference Obligations Only, Bond, Loan, or Bond or Loan, only one of which shall be specified in the Conditions Supplement, where:

(a) **Payment** means any obligation (whether present or future, contingent or otherwise) for the payment or repayment of money, including, without limitation, Borrowed Money;

(b) **Borrowed Money** means any obligation (excluding an obligation under a revolving credit arrangement for which there are no outstanding unpaid drawings in respect of principal) for the payment or repayment of borrowed money (which term shall include, without limitation, deposits and reimbursement obligations arising from drawings pursuant to letters of credit);

(c) **Reference Obligations Only** means any obligation that is a Reference Obligation and no Obligation Characteristics shall be applicable to Reference Obligations Only;

(d) **Bond** means any obligation of a type included in the "Borrowed Money" Obligation Category that is in the form of, or represented by, a bond, note (other than notes delivered pursuant to Loans), certificated debt security or other debt security and shall not include any other type of Borrowed Money;

(e) **Loan** means any obligation of a type included in the "Borrowed Money" Obligation Category that is documented by a term loan agreement, revolving loan agreement or other similar credit agreement and shall not include any other type of Borrowed Money; and

(f) **Bond or Loan** means any obligation that is either a Bond or a Loan.

(ii) **Obligation Characteristics** means any one or more of Not Subordinated, Specified Currency, Not Sovereign Lender, Not Domestic Currency, Not Domestic Law, Listed and Not Domestic Issuance specified in the Conditions Supplement, where:

(a) **Not Subordinated** means an obligation that is not Subordinated to (1) the Reference Obligation or, (2) the Prior Reference Obligation, if applicable;

(b) **Subordination** means, with respect to an obligation (the **Second Obligation**) and another obligation of the Reference Entity to which such obligation is being compared (the **First Obligation**), a contractual, trust or other similar arrangement providing that (I) upon the liquidation, dissolution, reorganisation or winding-up of the Reference Entity, claims of the holders of the First Obligation are required to

be satisfied prior to the claims of the holders of the Second Obligation or (II) the holders of the Second Obligation will not be entitled to receive or retain principal payments in respect of their claims against the Reference Entity at any time that the Reference Entity is in payment arrears or is otherwise in default under the First Obligation. "**Subordinated**" will be construed accordingly. For purposes of determining whether Subordination exists or whether an obligation is Subordinated with respect to another obligation to which it is being compared, (x) the existence of preferred creditors arising by operation of law or of collateral, credit support or other credit enhancement or security arrangements shall not be taken into account, except that, notwithstanding the foregoing, priorities arising by operation of law shall be taken into account where the Reference Entity is a Sovereign and (y) in the case of the Reference Obligation or the Prior Reference Obligation, as applicable, the ranking in priority of payment shall be determined as of the date as of which it was issued or incurred (or in circumstances where the Reference Obligation or a Prior Reference Obligation is the Standard Reference Obligation and "Standard Reference Obligation" is applicable, the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date;

(c) **Prior Reference Obligation** means, in circumstances where there is no Reference Obligation applicable to the relevant Note, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the Conditions Supplement as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;

(d) **Specified Currency** means an obligation that is payable in the currency or currencies specified as such in the Conditions Supplement (or, if Specified Currency is specified in the Conditions Supplement and no currency is so specified, any Standard Specified Currency) provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;

(e) **Not Sovereign Lender** means any obligation that is not primarily owed to (A) a Sovereign or (B) any entity or organization established by treaty or other arrangement between two or more Sovereigns including, without limiting the foregoing, the International Monetary Fund, European Central Bank, International Bank for Reconstruction and Development and European Bank for Reconstruction and Development, which shall include, without limitation, obligations generally referred to as "Paris Club debt";

(f) **Not Domestic Currency** means any obligation that is payable in any currency other than applicable Domestic Currency provided that a Standard Specified Currency shall not constitute the Domestic Currency;

(g) **Not Domestic Law** means any obligation that is not governed by the applicable Domestic Law, provided that the laws of England and the laws of the State of New York shall not constitute a Domestic Law;

(h) **Listed** means an obligation that is quoted, listed or ordinarily purchased and sold on an exchange; and

(i) **Not Domestic Issuance** means any obligation other than an obligation that was issued (or reissued, as the case may be) or intended to be offered for sale primarily in the domestic market of the Reference Entity. Any obligation that is registered or, as a result of some other action having been taken for such purpose, is qualified for sale outside the domestic market of the Reference Entity (regardless of whether such obligation is also registered or qualified for sale within the domestic market of

the Reference Entity) shall be deemed not to be issued (or reissued, as the case may be), or intended to be offered for sale primarily in the domestic market of the Reference Entity.

**Obligation Acceleration** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

**Obligation Currency** means the currency or currencies in which the Obligation is denominated.

**Obligation Default** means one or more Obligations in an aggregate amount of not less than the Default Requirement have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default, or other similar condition or event (however described), other than a failure to make any required payment, in respect of a Reference Entity under one or more Obligations.

**Original Non-Standard Reference Obligation** means the obligation of the Reference Entity (either directly or as provider of a guarantee) which is specified as the Reference Obligation in respect of such Reference Entity in the Conditions Supplement (if any is so specified) provided that if an obligation is not an obligation of the Reference Entity, such obligation will not constitute a valid Original Non-Standard Reference Obligation for purposes of the relevant Notes (other than for the purposes of determining the Seniority Level and for the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) unless the relevant Notes are Reference Obligation Only Notes.

**Outstanding Amount** means, in respect of a Prior Deliverable Obligation or Package Observable Bond, the Outstanding Principal Balance or Due and Payable Amount, as applicable, or the equivalent amount in the Settlement Currency as specified in the relevant Notice of Physical Settlement.

**Outstanding Notes Amount** has the meaning given in Condition 9(I)(iii) (*Restructuring Credit Event*).

**Outstanding Principal Balance** means the outstanding principal balance of an obligation which will be calculated as follows:

(a) first, by determining, in respect of the obligation, the amount of the Reference Entity's principal payment obligations and, where applicable in accordance with the definition of Accrued Interest above, the Reference Entity's accrued but unpaid interest payment obligations (which, in the case of a Guarantee will be the lower of (i) the Outstanding Principal Balance (including accrued but unpaid interest, where applicable) of the Underlying Obligation (determined as if references to the Reference Entity were references to the Underlying Obligor) and (ii) the amount of the Fixed Cap, if any);

(b) second, by subtracting all or any portion of such amount which, pursuant to the terms of the obligation, (i) is subject to any Prohibited Action, or (ii) may otherwise be reduced as a result of the effluxion of time or the occurrence or non-occurrence of an event or circumstance (other than by way of (A) payment or (B) a Permitted Contingency) (the amount determined in accordance with paragraph (a) above less any amounts subtracted in accordance with this paragraph (b), the **Non-Contingent Amount**); and

(c) third, by determining the Quantum of the Claim, which shall then constitute the Outstanding Principal Balance,

in each case, determined:

(i) unless otherwise specified, in accordance with the terms of the obligation in effect on either (A) the relevant PSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the Delivery Date, the Delivery Date), or (B) the relevant Valuation Date; and

(ii) with respect to the Quantum of the Claim only, in accordance with any applicable laws (insofar as such laws reduce or discount the size of the claim to reflect the original issue price or accrued value of the obligation).

**Package Observable Bond** means, in respect of a Reference Entity which is a Sovereign, any obligation (a) which is identified as such and published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time and (b) which fell within paragraphs (a) or (b) of the definition of Deliverable Obligation (above), in each case, immediately preceding the date on which the relevant Asset Package Credit Event was legally effective.

**Parallel Auction** means "Auction" as defined in the relevant Parallel Auction Settlement Terms.

**Parallel Auction Cancellation Date** means "Auction Cancellation Date" as defined in the relevant Parallel Auction Settlement Terms.

**Parallel Auction Final Price Determination Date** means "Auction Final Price Determination Date" as defined in the relevant Parallel Auction Settlement Terms.

**Parallel Auction Settlement Date** means the "Auction Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

**Parallel Auction Settlement Terms** means, following the occurrence of an M(M)R Restructuring, any Credit Derivatives Auction Settlement Terms published by ISDA with respect to such M(M)R Restructuring, and for which (i) the Deliverable Obligation Terms are the same as the Reference Transaction and (ii) the Reference Transaction would not be an Auction Covered Transaction provided that if no such Credit Derivatives Auction Settlement Terms are published, the Calculation Agent may select in its sole discretion the applicable Credit Derivatives Auction Settlement Terms.

**Parallel Notice of Physical Settlement Date** means "Notice of Physical Settlement Date" as defined in the relevant Parallel Auction Settlement Terms.

**Partial Cash Settlement Amount**, **Partial Cash Settlement Date** and **Partial Cash Settlement Notice** have the meaning given in Condition 9(n) (*Partial Cash Settlement*).

**Payment Requirement** means the amount specified as such in the applicable Conditions Supplement or its equivalent in the relevant Obligation Currency or, if a Payment Requirement is not specified in the applicable Conditions Supplement, U.S.$1,000,000, or its equivalent as calculated by the Calculation Agent in the relevant Obligation Currency, in either case, as of the occurrence of the relevant Failure to Pay or Potential Failure to Pay, as applicable.

**Permissible Deliverable Obligations** has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms, being either all or the portion of the Deliverable Obligations included in the Final List pursuant to the Deliverable Obligation Terms applicable to the relevant Auction.

**Permitted Contingency** means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:

(a) as a result of the application of:

(i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity;

(ii) provisions implementing the Subordination of the obligation;

(iii) provisions allowing for a Permitted Transfer in the case of a Qualifying Guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other Guarantee);

(iv) if Subordinated European Insurance Terms are specified as applicable in the Conditions Supplement, any Solvency Capital Provisions; or

(v) if Financial Reference Entity Terms are specified as applicable in the Conditions Supplement, provisions which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention; or

(b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee) in exercising their rights under or in respect of such obligation.

**Permitted Transfer** means, with respect to a Qualifying Guarantee, a transfer to and the assumption by any single transferee of such Qualifying Guarantee (including by way of cancellation and execution of a new guarantee) on the same or substantially the same terms, in circumstances where there is also a transfer of all (or substantially all) of the assets of the Reference Entity to the same single transferee.

**Physical Settlement Date** means the last day of the longest Physical Settlement Period following the PSN Cut-off Date, subject to adjustment where applicable, pursuant to Conditions 9(e)(ii)*(Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension)*, 9(f)*(Repudiation/Moratorium Extension)*, 9(g)*(Grace Period Extension)*, 9(h)(*Credit Derivatives DC Extension)*, 9(i)*(Additional Maturity Date and Interest Payment Date Extension)* and 9(m)(x) *(Physical Delivery)*.

**Physical Settlement Matrix** means the "Credit Derivatives Physical Settlement Matrix" as most recently amended or supplemented as at the Trade Date (unless otherwise specified in the Conditions Supplement) and as published by ISDA on its website at www.isda.org (or any successor website). The Physical Settlement Matrix may be applicable to any Series of Notes (notwithstanding that the Settlement Method for such Notes may not be Physical Settlement) where Physical Settlement Matrix Standard Terms are specified as applicable in the Conditions Supplement and one or more Transaction Type(s) are specified as applying to the Reference Entity(ies) of such Series of Notes.

**Physical Settlement Period** means the number of Business Days specified as such in the applicable Conditions Supplement or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Asset Amount, the longest number of Business Days for settlement in accordance with then current market practice of such Deliverable Obligation, as determined by the Calculation Agent, provided that if the Issuer has notified Noteholders in accordance with Condition 17 (*Notices*) that it will Deliver an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Physical Settlement Period shall be 35 Business Days.

**Post Dismissal Additional Period** means the period from and including the date of the DC Credit Event Question Dismissal to and including the date that is fourteen calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)).

**Postponed Interest Payment Date** has the meaning given in Condition 9(i)(i)(*Additional Maturity Date and Interest Payment Date Extension)*.

**Postponed Maturity Date** has the meaning given in Condition 9(i)(i)(*Additional Maturity Date and Interest Payment Date Extension)*.

**Potential Credit Event** means a Potential Failure to Pay (if Failure to Pay is an applicable Credit Event in respect of the Reference Entity), a Potential Repudiation/Moratorium (if Repudiation/Moratorium is an applicable Credit Event in respect of the Reference Entity) or if a Credit Event Resolution Request Date has occurred and the relevant Credit Derivatives Determinations Committee has not made its determination or the relevant DC Resolution has not been published, such event will be deemed to be a Potential Credit Event. A Credit Derivatives Determinations Committee and the Calculation Agent may each determine whether a Potential Credit Event has occurred.

**Potential Failure to Pay** means the failure by a Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations, in accordance with the terms of such Obligations

at the time of such failure.

**Potential Repudiation/Moratorium** means the occurrence of an event described in sub-paragraph (a) of the definition of Repudiation/Moratorium.

**Prior Deliverable Obligation** means:

(a) if a Governmental Intervention has occurred (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), any obligation of the Reference Entity which (i) existed immediately prior to such Governmental Intervention, (ii) was the subject of such Governmental Intervention and (iii) fell within paragraphs (a) or (b) of the definition of Deliverable Obligation above, in each case, immediately preceding the date on which such Governmental Intervention was legally effective; or

(b) if a Restructuring which does not constitute a Governmental Intervention has occurred in respect of the Reference Obligation (whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or the DC Credit Event Announcement), such Reference Obligation, if any.

**Private-side Loan** means a Loan in respect of which the documentation governing its terms is not publicly available or capable of being made public without violating a law, agreement, understanding or other restriction regarding the confidentiality of such information.

**Prohibited Action** means any counterclaim, defence (other than a counterclaim or defence based on the factors set forth in (a) to (d) of the definition of Credit Event above) or right of set-off by or of the Reference Entity or any applicable Underlying Obligor.

**PSN Cut-off Date** means, subject to Condition 9(e)(ii)(*Accrual of Interest, Interest Payment Postponement and Maturity Date/Interest Payment Date Extension)*:

(a) subject to paragraph (b) below, the later of:

  (i) the thirtieth calendar day after the Event Determination Date; and

  (ii) the tenth calendar day after either the date of the relevant DC Credit Event Announcement or of the relevant DC Credit Event Question Dismissal, if any (or, if the relevant Credit Event is an M(M)R Restructuring, the tenth calendar day after the Non-Standard Exercise Cut-off Date); or

(b) if, in accordance with the terms of Condition 9(d)(*Auction Settlement)*, Condition 9(c)(*Physical Settlement)* applies as a result of the occurrence of (a) an Auction Cancellation Date or (b) a No Auction Announcement Date and:

  (i) the relevant Credit Event is not an M(M)R Restructuring, the later of:

    (A) the date determined pursuant to paragraph (a)(i) above; and

    (B) the thirtieth calendar day after the Auction Cancellation Date or the No Auction Announcement Date, occurring pursuant to paragraphs (a) or (c)(i) of the definition of No Auction Announcement Date above, as applicable; or

  (ii) the relevant Credit Event is an M(M)R Restructuring either:

    (A) the later of:

      I. the date determined pursuant to paragraph (a)(i) above; and

      II. the thirtieth calendar day after:

        (x) a No Auction Announcement Date occurring pursuant to

paragraph (a) of the definition of No Auction Announcement Date above, if any;

(y) a No Auction Announcement Date occurring pursuant to paragraph (c)(i) of the definition of No Auction Announcement Date above, if any; or

(z) the Auction Cancellation Date, if any, as applicable; or

(B) the later of the Parallel Notice of Physical Settlement Date (or, if more than one Parallel Notice of Physical Settlement Date should occur, the last Parallel Notice of Physical Settlement Date), and the Relevant City Business Day immediately following the Parallel Auction Cancellation Date, if any (or, if more than one should occur, the last Parallel Auction Cancellation Date), as applicable, in circumstances where either:

I. a No Auction Announcement Date occurs pursuant to paragraph (b) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option; or

II. a No Auction Announcement Date occurs pursuant to paragraph (c)(ii) of the definition of No Auction Announcement Date above and the Issuer has not exercised the Movement Option,

provided that in the case of paragraphs (a)(ii) and (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the date described in paragraph (a)(i) above.

**PSN Effective Date** means the date on which an effective Physical Settlement Notice or NOPS Amendment Notice, as the case may be, is delivered by the Issuer.

**Publicly Available Information** means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or a Potential Repudiation/Moratorium, as applicable, described in a Credit Event Notice or Repudiation/Moratorium Extension Notice have occurred and which:

(a) has been published in or on not less than the Specified Number of Public Sources (regardless of whether the reader or user thereof pays a fee to obtain such information);

(b) is information received from or published by (i) the Reference Entity (or, if the Reference Entity is a Sovereign, any agency, instrumentality, ministry, department or other authority thereof acting in a governmental capacity (including, without limiting the foregoing, the central bank) of such Sovereign) or (ii) a trustee, fiscal agent, administrative agent, clearing agent, paying agent, facility agent or agent bank for an Obligation; or

(c) is information contained in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body;

provided that where any information of the type described in paragraph (b) or (c), is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in paragraphs (b) or (c) above, the Calculation Agent may assume that such information has been disclosed to it without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information and that the entity disclosing such information has not taken any action or entered into any agreement or understanding with the Reference Entity or any Affiliate of the Reference Entity that would be breached by, or would prevent, the disclosure of such information to the party receiving such information.

Without limitation, Publicly Available Information need not state:

(i) in relation to the definition of "Downstream Affiliate", the percentage of Voting Shares owned by the Reference Entity; and

(ii) that the relevant occurrence:

(A) has met the Payment Requirement or Default Requirement;

(B) is the result of exceeding any applicable Grace Period; or

(C) has met the subjective criteria specified in certain Credit Events.

In relation to a Repudiation/Moratorium Credit Event, Publicly Available Information must relate to the events described in paragraphs (a) and (b) of the definition of Repudiation/Moratorium.

**Public Source** means each source of Publicly Available Information specified as such in the applicable Conditions Supplement (or if a source is not specified in the applicable Conditions Supplement, each of Bloomberg, Dow Jones Newswires, Reuters, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review and Debtwire (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

**Qualifying Affiliate Guarantee** means a Qualifying Guarantee provided by a Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of that Reference Entity.

**Qualifying Guarantee** means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

(a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or

(b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, in each case, other than:

(i) by payment;

(ii) by way of Permitted Transfer;

(iii) by operation of law;

(iv) due to the existence of a Fixed Cap; or

(v) due to:

(A) provisions permitting or anticipating a Governmental Intervention, if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement; or

(B) any Solvency Capital Provisions, if Subordinated European Insurance Terms is specified as applicable in the Conditions Supplement.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (I) a non-payment in respect of the guarantee or the Underlying Obligation, or (II) an event of the type described in the definition of Bankruptcy above in respect of the Reference Entity or the Underlying Obligor, then it shall be deemed for these purposes that such cessation or suspension is permanent, notwithstanding the terms of the guarantee or Underlying Obligation.

In order for a guarantee to constitute a Qualifying Guarantee:

I. the benefit of such guarantee must be capable of being Delivered together with the Delivery of the Underlying Obligation; and

II. if a guarantee contains a Fixed Cap, all claims to any amounts which are subject to such Fixed Cap must be capable of being Delivered together with the Delivery of such guarantee.

**Qualifying Participation Seller** means any participation seller that meets the requirements specified in the Conditions Supplement. If no such requirements are specified, there shall be no Qualifying Participation Seller.

**Quantum of the Claim** means the lowest amount of the claim which could be validly asserted against the Reference Entity in respect of the Non-Contingent Amount if the obligation had become redeemable, been accelerated, terminated or had otherwise become due and payable at the time of the relevant determination, provided that the Quantum of the Claim cannot exceed the Non-Contingent Amount.

**Quotation** means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the applicable Conditions Supplement, each Indicative Quotation obtained and expressed as a percentage with respect to a Valuation Date in the manner that follows:

The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the applicable Conditions Supplement, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the applicable Conditions Supplement, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date, the Quotations shall be deemed to be zero.

**Quotation Amount** means:

(a) the amount specified as such in the applicable Conditions Supplement (which may be specified by reference to an amount in a currency or by reference to a Representative Amount) or, if no amount is specified in the applicable Conditions Supplement, the Aggregate Nominal Amount or Reference Entity Nominal Amount (as applicable) (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained); and

(b) for the purposes of Condition 9(n) (*Partial Cash Settlement*) only, with respect to each type or issue of Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation, an amount equal to the Outstanding Principal Balance or Due

and Payable Amount (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent in a commercially reasonable manner by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation, Hedge Disruption Obligation, Undeliverable Loan Obligation or Unassignable Obligation.

**Quotation Dealer** means a dealer in obligations of the type of Obligation(s) for which Quotations are to be obtained, including each Quotation Dealer specified in the applicable Conditions Supplement. If no Quotation Dealers are specified in the applicable Conditions Supplement, the Calculation Agent shall select the Quotation Dealers in its sole and absolute discretion. Upon a Quotation Dealer no longer being in existence (with no successors), or not being an active dealer in the obligations of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Quotation Dealer(s) for such Quotation Dealer(s).

**Quotation Method** means the applicable Quotation Method specified in the applicable Conditions Supplement by reference to one of the following terms:

(a) **Bid** means that only bid quotations shall be requested from Quotation Dealers;

(b) **Offer** means that only offer quotations shall be requested from Quotation Dealers; or

(c) **Mid-market** means that bid and offer quotations shall be requested from Quotation Dealers and shall be averaged for purposes of determining a relevant Quotation Dealer's quotation.

For the purpose of Condition 9(n) (*Partial Cash Settlement*) or if a Quotation Method is not specified in the applicable Conditions Supplement, Bid shall apply.

**Reference Entity** means the entity specified as such in the Conditions Supplement. Any Successor to the Reference Entity either (a) identified by the Calculation Agent pursuant to Condition 9(k) (*Succession*) and the definition of "Successor" on or following the Trade Date or (b) identified by the Calculation Agent pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Series.

**Reference Entity Nominal Amount** means, in respect of a Single Name Credit Linked Note, a Reference Entity and a Succession Date, where more than one Successor has been identified by the Calculation Agent, the Aggregate Nominal Amount of the Notes as of the Issue Date divided by the number of Successors (or in the case of a subsequent Succession Date, the Reference Entity Nominal Amount in respect of such Reference Entity immediately prior to such subsequent Succession Date divided by the number of Successors) as determined by the Calculation Agent.

**Reference Obligation** means the Standard Reference Obligation, if any, unless:

(a) Standard Reference Obligation is specified as not applicable in the Conditions Supplement, in which case the Reference Obligation will be the Non-Standard Reference Obligation, if any; or

(b) (i) Standard Reference Obligation is specified as applicable in the Conditions Supplement (or no election is specified in the Conditions Supplement), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the Conditions Supplement, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

If the Standard Reference Obligation is removed from the SRO List, such obligation shall cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic) and there shall be no Reference Obligation unless and until such obligation is subsequently replaced on the SRO List, in which case, the new Standard Reference Obligation in respect of the Reference Entity shall constitute

the Reference Obligation.

**Reference Obligation Only Notes** means any Notes in respect of which (a) "Reference Obligation Only" is specified as the Obligation Category and the Deliverable Obligation Category in the Conditions Supplement and (b) "Standard Reference Obligation" is specified as not applicable in the Conditions Supplement.

**Reference Obligation Only Termination Amount** has the meaning given to that term in the Conditions Supplement.

**Reference Transaction** means a hypothetical credit derivative transaction:

(a) for which the Deliverable Obligation Terms and the Reference Obligation are (i) the same as in respect of the Credit Linked Notes (if such Deliverable Obligation Terms and Reference Obligation are specified in the Conditions Supplement) or (ii) if and to the extent the Deliverable Obligation Terms and/or the Reference Obligation are not specified, the Deliverable Obligation Terms and Reference Obligation determined by the Calculation Agent to be appropriate in respect of a credit derivative transaction linked to the relevant Reference Entity;

(b) with a scheduled termination date matching the Scheduled Maturity Date of the Credit Linked Notes; and

(c) otherwise having such other characteristics as the Calculation Agent may determine appropriate by reference to, without limitation, any Hedging Arrangement and/or any credit derivative elections made in relation to the Credit Linked Notes.

**Relevant City Business Day** has the meaning given to that term in the Rules.

**Relevant Guarantee** means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the Conditions Supplement, a Qualifying Guarantee.

**Relevant Holder** means a holder of the Prior Deliverable Obligation or Package Observable Bond, as the case may be, with an Outstanding Principal Balance or Due and Payable Amount, as applicable, immediately prior to the relevant Asset Package Credit Event, equal to the Outstanding Amount specified in respect of such Prior Deliverable Obligation or Package Observable Bond in the Notice of Physical Settlement or NOPS Amendment Notice, as applicable.

**Relevant Number** has the meaning given to that term in Condition 9(a)*(Redemption)*.

**Relevant Obligations** means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

(a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;

(b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under paragraph (a) of the definition of Successor below, make the appropriate adjustments required to take account of any Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" that are issued, incurred, redeemed, repurchased or cancelled from and including the legally effective date of the first succession to and including the Succession Date;

(c) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement and (i) the Reference Obligation or Prior Reference Obligation, as applicable, is a Senior Obligation, or (ii) there is no Reference Obligation or Prior Reference Obligation, the Relevant Obligations shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan"; and

(d) if Financial Reference Entity Terms is specified as applicable in the Conditions Supplement, and the Reference Obligation or Prior Reference Obligation, as applicable, is a Subordinated Obligation, Relevant Obligations shall exclude Senior Obligations and any Further Subordinated Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan", provided that if no such Relevant Obligations exist, "Relevant Obligations" shall only include the Senior Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan".

**Remaining Amount** has the meaning set out in sub-paragraph (3) of Condition 9(k)(v)(C) (*Succession*).

**Replaced Deliverable Obligation Outstanding Amount** has the meaning given to that term in Condition 9(c) (*Physical Settlement*).

**Replacement Deliverable Obligation** has the meaning given to that term in Condition 9(c) (*Physical Settlement*).

**Representative Amount** means an amount that is representative for a single transaction in the relevant market and at the relevant time, such amount to be determined by the Calculation Agent.

**Repudiation/Moratorium** means the occurrence of both of the following events:

(a) an authorised officer of a Reference Entity or a Governmental Authority:

(A) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or

(B) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or de jure, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and

(b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation occurs on or prior to the Repudiation/Moratorium Evaluation Date.

**Repudiation/Moratorium Evaluation Date** means, if a Potential Repudiation/Moratorium occurs on or prior to the Scheduled Maturity Date, (i) if the Obligations to which such Potential Repudiation/Moratorium relates include Bonds, the date that is the later of (A) the date that is 60 days after the date of such Potential Repudiation/Moratorium and (B) the first payment date under any such Bond after the date of such Potential Repudiation/Moratorium (or, if later, the expiration date of any applicable Grace Period in respect of such payment date) and (ii) if the Obligations to which such Potential Repudiation/Moratorium relates do not include Bonds, the date that is 60 days after the date of such Potential Repudiation/Moratorium, provided that, in either case, the Repudiation/Moratorium Evaluation Date shall occur no later than the Scheduled Maturity Date unless the Repudiation/Moratorium Extension Condition is satisfied.

**Repudiation/Moratorium Extension Condition** will be satisfied:

(a) if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is 14 calendar days after the Scheduled Maturity Date that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity and that such event occurred on or prior to the Scheduled Maturity Date or relevant Interest Payment Date; or

(b) otherwise, by the delivery by the Calculation Agent to the Issuer of a Repudiation/Moratorium Extension Notice and, unless Notice of Publicly Available Information is specified as not applicable in the Conditions Supplement, a Notice of Publicly Available Information that are each effective on or prior to the date that is 14 calendar days after the Scheduled Maturity Date.

In all cases, the Repudiation/Moratorium Extension Condition will be deemed not to have been satisfied, or not capable of being satisfied, if, or to the extent that, the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved that either (A) an event does not constitute a Potential Repudiation/Moratorium with respect to an Obligation of the Reference Entity, or (B) an event that constitutes a Potential Repudiation/Moratorium has occurred with respect to an Obligation of the relevant Reference Entity but that such event occurred after the Scheduled Maturity Date.

**Repudiation/Moratorium Extension Notice** means an irrevocable notice (which may be by telephone) from the Calculation Agent to the Issuer (which the Calculation Agent has the right but not the obligation to deliver) that describes a Potential Repudiation/Moratorium that occurred on or prior to the Scheduled Maturity Date. A Repudiation/Moratorium Extension Notice must contain a description in reasonable detail of the facts relevant to the determination that a Potential Repudiation/Moratorium has occurred and indicate the date of the occurrence. The Potential Repudiation/Moratorium that is the subject of the Repudiation/Moratorium Extension Notice need not be continuing on the date the Repudiation/Moratorium Extension Notice is effective.

**Resolve**, **Resolved**, **Resolves** and **Resolving** means, with respect to a Credit Derivatives Determinations Committee, the making of a specific determination in accordance with the relevant Rules (and each such determination, a **DC Resolution**).

**Restructured Bond or Loan** means an Obligation which is a Bond or Loan and in respect of which the Restructuring that is the subject of a Credit Event Notice has occurred.

**Restructuring** means, with respect to one or more Obligations and in relation to an aggregate amount of not less than the Default Requirement, any one or more of the following events occurs in a form that binds all holders of such Obligation, is agreed between the Reference Entity or a Governmental Authority and a sufficient number of holders of such Obligation to bind all the holders of the Obligation or is announced (or otherwise decreed) by the Reference Entity or a Governmental Authority in a form that binds all holders of such Obligation, (including, in each case, in respect of Bonds only, by way of an exchange), and such event is not expressly provided for under the terms of such Obligation in effect as of the later of the Credit Event Backstop Date applicable to the relevant Credit Linked Notes and the date as of which such Obligation is issued or incurred:

(a) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);

(b) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(c) a postponement or other deferral of a date or dates for either (i) the payment or accrual of interest or (ii) the payment of principal or premium;

(d) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or

(e) any change in the currency of any payment of interest, principal or premium to any currency other than the lawful currency of Canada, Japan, Switzerland, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

Notwithstanding the above provisions, none of the following shall constitute a Restructuring:

(i) the payment in euro of interest, principal or premium in relation to an Obligation denominated in a currency of a Member State of the European Union that adopts or has adopted the single currency in accordance with the Treaty establishing the European Community, as amended by the Treaty on European Union;

(ii) the redenomination from euros into another currency, if (A) the redenomination occurs as a

result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority and (B) a freely available market rate of conversion between euros and such other currency existed at the time of such redenomination and there is no reduction in the rate or amount of interest, principal or premium payable, as determined by reference to such freely available market rate of conversion;

(iii) the occurrence of, agreement to or announcement of any of the events described in paragraphs (a) to (e) above due to an administrative adjustment, accounting adjustment or tax adjustment or other technical adjustment occurring in the ordinary course of business; and

(iv) the occurrence of, agreement to or announcement of any of the events described in paragraphs (a) to (e) above in circumstances where such event does not directly or indirectly result from a deterioration in the creditworthiness or financial condition of the Reference Entity, provided that in respect of paragraph (e) above only, no such deterioration in the creditworthiness or financial condition of the Reference Entity is required where the redenomination is from euros into another currency and occurs as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority.

For purposes of this definition of Restructuring and Condition 9(l)(x)(*Restructuring Credit Even*t), the term Obligation shall be deemed to include Underlying Obligations for which the Reference Entity is acting as provider of a Guarantee. In the case of a Guarantee and an Underlying Obligation, references to the Reference Entity in paragraphs (a) to (e) of the definition of Restructuring shall be deemed to refer to the Underlying Obligor and the reference to the Reference Entity in paragraphs (i) to (iv) of this definition of Restructuring shall continue to be deemed to refer to the Reference Entity.

If an exchange has occurred, the determination as to whether one of the events described under paragraphs (a) to (e) above has occurred will be based on a comparison of the terms of the Bond immediately prior to such exchange and the terms of the resulting obligations immediately following such exchange.

**Restructuring Date** means the date on which a Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**Restructuring Maturity Limitation Date** means, with respect to a Deliverable Obligation, the Limitation Date occurring on or immediately following the Scheduled Maturity Date. Notwithstanding the foregoing, if the final maturity date of the Restructured Bond or Loan with the latest final maturity date of any Restructured Bond or Loan occurs prior to the 2.5-year Limitation Date (such Restructured Bond or Loan, a **Latest Maturity Restructured Bond or Loan**) and the Scheduled Maturity Date occurs prior to the final maturity date of such Latest Maturity Restructured Bond or Loan, then the Restructuring Maturity Limitation Date will be the final maturity date of such Latest Maturity Restructured Bond or Loan. For these purposes, the final maturity date shall be determined on the basis of the terms of the Deliverable Obligation in effect at the time of making such determination and, in the case of a Deliverable Obligation that is due and payable, the final maturity date shall be deemed to be the date on which such determination is made.

**Rules** means with respect to a Credit Derivatives Determinations Committee, the Credit Derivatives Determinations Committees Rules published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and as amended from time to time in accordance with the terms thereof.

**Scheduled Maturity Date** means the date specified as such in the applicable Conditions Supplement.

**Seniority Level** means, with respect to an obligation of the Reference Entity:

(a) “Senior Level” or “Subordinated Level” as specified in the Conditions Supplement, or

(b) if no such seniority level is specified in the Conditions Supplement, “Senior Level” if the

Original Non-Standard Reference Obligation is a Senior Obligation or "Subordinated Level" if the Original Non-Standard Reference Obligation is a Subordinated Obligation, failing which;

(c) "Senior Level".

**Senior Obligation** means any obligation which is not Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity.

**Settlement Currency** means the currency specified as such in the applicable Conditions Supplement, or if no currency is specified in the applicable Conditions Supplement, the Specified Currency of the Notes.

**Settlement Date** means the latest of the Auction Credit Event Redemption Date, the Credit Event Redemption Date, the Physical Settlement Date, the Delivery Date and the Partial Cash Settlement Date.

**Settlement Method** means Cash Settlement, Physical Settlement or Auction Settlement as specified in the applicable Conditions Supplement.

**Single Name Credit Linked Notes** means any Series of Notes in respect of which the Issuer purchases credit protection from Noteholders in respect of one Reference Entity alone.

**Solvency Capital Provisions** means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.

**Sovereign** means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including without limiting the foregoing, the central bank) thereof.

**Sovereign Reference Entity** means a Reference Entity determined to be a Sovereign Reference Entity by the Calculation Agent.

**Sovereign Restructured Deliverable Obligation** means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or DC Credit Event Announcement has occurred and (b) which fell within paragraph (a) of the definition of Deliverable Obligation above immediately preceding the date on which such Restructuring is legally effective in accordance with the terms of the documentation governing such Restructuring.

**Sovereign Succession Event** means, with respect to a Reference Entity that is a Sovereign, an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or, other similar event.

**Specified Number** means the number of Public Source(s) specified in the applicable Conditions Supplement, or if no number is specified in the applicable Conditions Supplement, two.

**SRO List** means the list of Standard Reference Obligations as published by ISDA on its website at www.isda.org from time to time (or any successor website thereto) or by a third party designated by ISDA on its website from time to time.

**Standard Reference Obligation** means the obligation of the Reference Entity with the relevant Seniority Level which is specified from time to time on the SRO List.

**Standard Specified Currency** means each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, the United Kingdom and the United States of America and the euro and any successor currency to any of the aforementioned currencies (which in the case of the euro, shall mean the currency which succeeds to and replaces the euro in whole).

**Steps Plan** means a plan evidenced by Eligible Information contemplating that there will be a series

of successions to some or all of the Relevant Obligations of the Reference Entity, by one or more entities.

**Subordinated Obligation** means any obligation which is Subordinated to any unsubordinated Borrowed Money obligation of the relevant Reference Entity or which would be so Subordinated if any unsubordinated Borrowed Money obligation of that Reference Entity existed.

**Substitute Reference Obligation** means, with respect to a Non-Standard Reference Obligation to which a Substitution Event has occurred, the obligation that will replace the Non-Standard Reference Obligation, determined by the Calculation Agent as follows:

(a) The Calculation Agent shall identify the Substitute Reference Obligation in accordance with paragraphs (c), (d) and (e) below to replace the Non-Standard Reference Obligation; provided that the Calculation Agent will not identify an obligation as the Substitute Reference Obligation if, at the time of the determination, such obligation has already been rejected as the Substitute Reference Obligation by the relevant Credit Derivatives Determinations Committee and such obligation has not changed materially since the date of the relevant DC Resolution.

(b) If any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event have occurred with respect to the Non-Standard Reference Obligation, the Non-Standard Reference Obligation will cease to be the Reference Obligation (other than for purposes of the "Not Subordinated" Obligation Characteristic or "Not Subordinated" Deliverable Obligation Characteristic and paragraph (c)(ii)). If the event set forth in paragraph (b)(i) of the definition of Substitution Event below has occurred with respect to the Non-Standard Reference Obligation and no Substitute Reference Obligation is available, the Non-Standard Reference Obligation will continue to be the Reference Obligation until the Substitute Reference Obligation is identified or, if earlier, until any of the events set forth under paragraphs (a) or (b)(ii) of the definition of Substitution Event below occur with respect to such Non-Standard Reference Obligation.

(c) The Substitute Reference Obligation shall be an obligation that on the Substitution Date:

(i) is a Borrowed Money obligation of the Reference Entity (either directly or as provider of a guarantee);

(ii) satisfies the Not Subordinated Deliverable Obligation Characteristic as of the date it was issued or incurred (without reflecting any change to the priority of payment after such date) and on the Substitution Date; and

(iii) (A) if the Non-Standard Reference Obligation was a Conforming Reference Obligation when issued or incurred and immediately prior to the Substitution Event Date:

I. is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

II. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above;

(B) if the Non-Standard Reference Obligation was a Bond (or any other Borrowed Money obligation other than a Loan) which was a Non-Conforming Reference Obligation when issued or incurred and/or immediately prior to the Substitution Event Date:

I. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

II. is a Deliverable Obligation (other than a Loan) determined in

accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

III. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

IV. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or

(C) if the Non-Standard Reference Obligation was a Loan which was a Non-Conforming Reference Obligation when incurred and/or immediately prior to the Substitution Event Date:

I. is a Non-Conforming Substitute Reference Obligation which is a Loan (other than a Private-side Loan); or if no such obligation is available,

II. is a Non-Conforming Substitute Reference Obligation (other than a Loan); or if no such obligation is available,

III. is a Deliverable Obligation (other than a Loan) determined in accordance with paragraph (a) of the definition of Deliverable Obligation above; or if no such obligation is available,

IV. is a Loan (other than a Private-side Loan) which constitutes a Deliverable Obligation determined in accordance with paragraph (a) of the definition of Deliverable Obligation above.

(d) If more than one potential Substitute Reference Obligation is identified pursuant to the process described in paragraph (c) above, the Substitute Reference Obligation will be the potential Substitute Reference Obligation that most closely preserves the economic equivalent of the delivery and payment obligations of the Issuer under the Notes as determined by the Calculation Agent. The Calculation Agent will notify the Noteholders in accordance with Condition 17 (*Notices*) of the Substitute Reference Obligation as soon as reasonably practicable after it has been identified in accordance with paragraph (c) above and the Substitute Reference Obligation shall replace the Non-Standard Reference Obligation immediately upon such notification.

(e) If a Substitution Event has occurred with respect to the Non-Standard Reference Obligation and the Calculation Agent determines that no Substitute Reference Obligation is available for the Non-Standard Reference Obligation then, subject to paragraph (a) above and notwithstanding the fact that the Non-Standard Reference Obligation may have ceased to be the Reference Obligation in accordance with paragraph (b) above, the Calculation Agent shall continue to attempt to identify the Substitute Reference Obligation.

(f) For the avoidance of doubt, no Substitute Reference Obligation shall be determined in respect of any Credit Linked Notes that are Reference Obligation Only Notes.

**Substitution Date** means, with respect to a Substitute Reference Obligation, the date on which the Calculation Agent notifies the Issuer of the Substitute Reference Obligation that it has identified in accordance with the definition of Substitute Reference Obligation above.

**Substitution Event** means, with respect to the Non-Standard Reference Obligation:

(a) the Non-Standard Reference Obligation is redeemed in whole; or

(b) provided that the Credit Linked Notes to which the Non-Standard Reference Obligation relates are not Reference Obligation Only Notes:

(i) the aggregate amounts due under the Non-Standard Reference Obligation have been reduced by redemption or otherwise below U.S.$10,000,000 (or its equivalent in the relevant Obligation Currency, as determined by the Calculation Agent); or

(ii) for any reason, other than due to the existence or occurrence of a Credit Event, the Non-Standard Reference Obligation is no longer an obligation of the Reference Entity (either directly or as provider of a guarantee).

For purposes of identification of the Non-Standard Reference Obligation, any change in the Non-Standard Reference Obligation's CUSIP or ISIN number or other similar identifier will not, in and of itself, constitute a Substitution Event. If an event described in paragraphs (a) or (b)(i) above has occurred on or prior to the Trade Date, then a Substitution Event shall be deemed to have occurred pursuant to paragraphs (a) or (b)(i) above as the case may be, on the Trade Date.

**Substitution Event Date** means, with respect to the Reference Obligation, the date of the occurrence of the relevant Substitution Event.

**Succession Date** means the legally effective date of an event in which one or more entities succeed to some or all of the Relevant Obligations of the Reference Entity; provided that if at such time, there is a Steps Plan, the Succession Date will be the legally effective date of the final succession in respect of such Steps Plan, or if earlier (i) the date on which a determination pursuant to paragraph (a) of the definition of Successor below would not be affected by any further related successions in respect of such Steps Plan, or (ii) the occurrence of an Event Determination Date in respect of the Reference Entity or any entity which would constitute a Successor.

**Successor** means:

(a) subject to paragraph (b) below, the entity or entities, if any, determined as follows:

(i) subject to paragraph (vii), if one entity succeeds, either directly or as a provider of a Relevant Guarantee, to 75 per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;

(ii) if only one entity succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. (but less than 75 per cent.) of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than 25 per cent. of the Relevant Obligations will be the sole Successor;

(iii) if more than one entity each succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and not more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than 25 per cent. of the Relevant Obligations will each be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First-to-Default Credit Linked Notes or $N^{th}$-to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount (in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/or the applicable Conditions Supplement will be adjusted as provided below);

(iv) if one or more entities each succeeds directly or as a provider of a Relevant Guarantee, to more than 25 per cent. of the Relevant Obligations of the Reference Entity, and more than 25 per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First-to-Default

Credit Linked Notes or *N*$^{th}$-to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/or the applicable Conditions Supplement will be adjusted as provided below;

(v) if one or more entities succeed directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity and the Terms and Conditions will not be changed in any way as a result of such succession;

(vi) if one or more entities succeed, either directly or as a provider of a Relevant Guarantee, to a portion of the Relevant Obligations of the Reference Entity, but no entity succeeds to more than 25 per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations each such entity will be a Successor (a) if the Notes are Single Name Credit Linked Notes, in respect of the relevant portion of the Aggregate Nominal Amount of the Notes (or the Reference Entity Nominal Amount in respect of the Reference Entity, as applicable) outstanding as at the Succession Date, and (b) if the Notes are First-to-Default Credit Linked Notes or N$^{th}$-to-Default Credit Linked Notes, in respect of the relevant New Basket and the New Basket Nominal Amount in each case, as determined in accordance with Condition 9(k) (*Succession*), and these Terms and Conditions and/or the Conditions Supplement will be adjusted as provided below); and

(vii) in respect of a Reference Entity which is not a Sovereign, if one entity assumes all of the obligations (including at least one Relevant Obligation) of the Reference Entity, and at the time of the determination either (A) the Reference Entity has ceased to exist, or (B) the Reference Entity is in the process of being dissolved (however described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the **Universal Successor**) will be the sole Successor; and

(b) An entity may only be a Successor if:

(i) either (A) the related Succession Date occurs on or after the Successor Backstop Date, or (B) such entity is a Universal Successor in respect of which the Succession Date occurred on or after 1 January 2014;

(ii) the Reference Entity had at least one Relevant Obligation outstanding immediately prior to the Succession Date and such entity succeeds to all or part of at least one Relevant Obligation of the Reference Entity; and

(iii) where the Reference Entity is a Sovereign, such entity succeeded to the Relevant Obligation by way of a Sovereign Succession Event.

If two or more entities (each, a **Joint Potential Successor**) jointly succeed to a Relevant Obligation (the **Joint Relevant Obligation**) either directly or as a provider of a Relevant Guarantee, then (i) if the Joint Relevant Obligation was a direct obligation of the Reference Entity, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as direct obligor or obligors, or (ii) if the Joint Relevant Obligation was a Relevant Guarantee, it shall be treated as having been succeeded to by the Joint Potential Successor (or Joint Potential Successors, in equal parts) which succeeded to such Joint Relevant Obligation as guarantor or guarantors, if any, or otherwise by each Joint Potential Successor in equal parts.

For the purpose of this definition of “Successor”, “succeed’ means, with respect to the Reference Entity and its Relevant Obligations, that an entity other than the Reference Entity (i) assumes

or becomes liable for such Relevant Obligations whether by operation of law or pursuant to any agreement (including, with respect to a Reference Entity that is a Sovereign, any protocol, treaty, convention, accord, concord, entente, pact or other agreement), or (ii) issues Bonds or incurs Loans (the **Exchange Bonds or Loans**) that are exchanged for Relevant Obligations, and in either case, the Reference Entity is not thereafter a direct obligor or a provider of a Relevant Guarantee with respect to such Relevant Obligations or such Exchange Bonds or Loans, as applicable. For purposes of this definition of "Successor", "succeeded" and "succession" shall be construed accordingly. In the case of an exchange offer, the determination required pursuant to paragraph (a) of this definition of "Successor" shall be made on the basis of the outstanding principal balance of Relevant Obligations exchanged and not on the basis of the outstanding principal balance of the Exchange Bonds or Loans.

**Successor Backstop Date** means for purposes of any Successor determination determined by DC Resolution, the date that is 90 calendar days prior to the Successor Resolution Request Date otherwise, the date that is 90 calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) in circumstances where (A) a Successor Resolution Request Date has occurred, (B) the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination and (C) the Successor Notice is delivered not more than 14 calendar days after the day on which the DC Secretary publicly announces that the relevant Credit Derivatives Determinations Committee has Resolved not to make a Successor determination, the Successor Resolution Request Date. The Successor Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

**Successor Notice** means an irrevocable notice from the Calculation Agent (which may be in writing (including by facsimile and/or email) and/or by telephone) to the Issuer that describes a succession (or, in relation to a Reference Entity that is a Sovereign, a Sovereign Succession Event) in respect of which a Succession Date has occurred and pursuant to which one or more Successors to the Reference Entity can be determined.

A Successor Notice must contain a description in reasonable detail of the facts relevant to the determination to be made pursuant to paragraph (a) of the definition of Successor above. A Successor Notice shall be subject to the requirements regarding notices in Condition 9(q) (*Calculation Agent and Calculation Agent Notices*).

**Successor Resolution Request Date** means, with respect to a notice to the DC Secretary requesting that a Credit Derivatives Determinations Committee be convened to Resolve one or more Successors to the Reference Entity, the date, as publicly announced by the DC Secretary, that the relevant Credit Derivatives Determinations Committee Resolves to be the date on which such notice is effective.

**Surviving Reference Entity** has the meaning given in Condition 9(k)(x) (*Succession*).

**Trade Date** means the date specified as such in the applicable Conditions Supplement.

**Transaction Auction Settlement Terms** means, following the occurrence of a Restructuring, if either Mod R Applicable or Mod Mod R Applicable is specified in the applicable Conditions Supplement, the Credit Derivatives Auction Settlement Terms with respect to the Auction which the Calculation Agent determines is the Auction with respect to the Notes.

**Transaction Type** means for the purposes of the application of the Physical Settlement Matrix to a Series of Notes where Physical Settlement Matrix Standard Terms is specified as applicable in the Conditions Supplement, each Reference Entity designated as one of the following in the Conditions Supplement:

(a) Standard North American Corporate;

(b) Standard European Corporate;

(c) Standard Australia Corporate;

(d) Standard New Zealand Corporate;

(e) Standard Japan Corporate;

(f) Standard Singapore Corporate;

(g) Standard Asia Corporate;

(h) Standard Asia Sovereign;

(i) Standard Emerging European & Middle Eastern Sovereign;

(j) Standard Japan Sovereign;

(k) Standard Australia Sovereign;

(l) Standard New Zealand Sovereign;

(m) Standard Singapore Sovereign;

(n) Standard Latin America Sovereign;

(o) Standard Western European Sovereign,

and any other Transaction Type which may be added to the Physical Settlement Matrix from time to time.

**Trigger Percentage** means the trigger percentage specified in the Conditions Supplement (or if no such trigger percentage is specified, 5.25 per cent.).

**Undeliverable Obligation** means a Deliverable Obligation included in the Asset Amount which, on the Physical Settlement Date for such Deliverable Obligation, the Calculation Agent determines for any reason (including without limitation, failure of the relevant clearance system or due to any law, regulation, court order, contractual restrictions, statutory restrictions or market conditions or the non-receipt of any requisite consents with respect to the Delivery of Loans or non-delivery of an Asset Transfer Notice or any relevant information by a holder) it is impossible or illegal to Deliver on the Physical Settlement Date.

**Underlying Obligation** means, with respect to a guarantee, the obligation which is the subject of the guarantee.

**Underlying Obligor** means with respect to an Underlying Obligation, the issuer in the case of a Bond, the borrower in the case of a Loan, or the principal obligor in the case of any other Underlying Obligation.

**Unwind Costs** means the amount specified in the applicable Conditions Supplement or if "Standard Unwind Costs" are specified in the applicable Conditions Supplement, an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, fees, charges, expenses (including loss of funding), tax and duties incurred by the Issuer and/or any of its Affiliates in connection with the redemption of the Notes and the related termination, settlement or reestablishment of any Hedging Arrangements, such amount to be apportioned *pro rata* amongst each principal amount of Notes in the Calculation Amount.

**Valuation Date** means:

(a) where Physical Delivery is specified as applying in the applicable Conditions Supplement and Condition 9(n) (*Partial Cash Settlement*) applies, the day falling three Business Days after the Final Delivery Date; or

(b) where Cash Settlement is specified as applying in the applicable Conditions Supplement,

(1) if Single Valuation Date is specified in the applicable Conditions Supplement, the date that is the number of Business Days specified in the Conditions Supplement

(or, if the number of Business Days is not so specified, five Business Days) following the Event Determination Date (or if the Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard Event Determination Date, the day on which the DC Credit Event Announcement occurs) (or, if Cash Settlement is applicable pursuant to the Fallback Settlement Method in accordance with Condition 9(d) (*Auction Settlement*), the date that is the number of Business Days specified in the Conditions Supplement (or, if the number of Business Days is not so specified, five Business Days) following the relevant Auction Cancellation Date, if applicable or the relevant No Auction Announcement Date, if applicable); and

(2) if Multiple Valuation Dates is specified in the applicable Conditions Supplement, each of the following dates:

(i) the date that is the number of Business Days specified in the applicable Conditions Supplement (or, if the number of Business Days is not specified, five Business Days) following the Event Determination Date (or if the Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of Event Determination Date above or paragraph (b)(i) of the definition of Non-Standard Event Determination Date, the day on which the DC Credit Event Announcement occurs) (or, if Cash Settlement is applicable pursuant to the Fallback Settlement Method in accordance with Condition 9(d) (*Auction Settlement*), the date that is the number of Business Days specified in the Conditions Supplement (or, if the number of Business Days is not so specified, five Business Days) following the relevant Auction Cancellation Date, if applicable or the relevant No Auction Announcement Date, if applicable); and

(ii) each successive date that is the number of Business Days specified in the applicable Conditions Supplement (or if the number of Business Days is not so specified, five Business Days) after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When Multiple Valuation Dates is specified in the applicable Conditions Supplement, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the applicable Conditions Supplement (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the applicable Conditions Supplement, Single Valuation Date shall apply.

**Valuation Method:**

(a) The following Valuation Methods may be specified in the applicable Conditions Supplement for a Series with only one Valuation Date:

(i) **Market** means the Market Value determined by the Calculation Agent with respect to the Valuation Date; or

(ii) **Highest** means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date; or

(iii) **Calculation Agent Determination** means the fair value of the Valuation Obligation with respect to the Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner.

(b) If no such Valuation Method is specified in the applicable Conditions Supplement, the Valuation Method shall be Highest.

(c) The following Valuation Methods may be specified in the applicable Conditions Supplement

for a Series with more than one Valuation Date:

(i) **Average Market** means the unweighted arithmetic mean of the Market Values determined by the Calculation Agent with respect to each Valuation Date; or

(ii) **Highest** means the highest Quotation obtained by the Calculation Agent with respect to any Valuation Date; or

(iii) **Average Highest** means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date; or

(iv) **Average Calculation Agent Determination** means the unweighted arithmetic mean of the fair values of the Valuation Obligation with respect to each Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner; or

(v) **Highest Calculation Agent Determination** means the highest fair value of the Valuation Obligation with respect to any Valuation Date as determined by the Calculation Agent in good faith in a commercially reasonable manner.

(d) If no such Valuation Method is specified in the Conditions Supplement, the Valuation Method shall be Average Highest.

Notwithstanding paragraphs (a) to (d) above, if Quotations include Weighted Average Quotations or fewer than two Full Quotations, the Calculation Agent may at its option determine that the Valuation Method shall be Market or Average Market, as the case may be.

For the purposes of Condition 9(n) (*Partial Cash Settlement*), Valuation Method is deemed to be Highest unless fewer than two Full Quotations are obtained or a Weighted Average Quotation applies (or, if applicable, Indicative Quotations), in which case, Valuation Method is deemed to be Market.

**Valuation Obligation** means one or more obligations, as selected by the Calculation Agent, provided such obligations(s) are either a Reference Obligation and/or would constitute a Deliverable Obligation (including, if applicable, the relevant Asset Package, Prior Deliverable Obligation and Package Observable Bond) as at the Valuation Date (and for the purposes of interpreting the Deliverable Obligation Category and the Deliverable Obligation Characteristics references to “Delivery Date” and “Physical Settlement Date” shall be read and construed as references to the Valuation Date).

**Valuation Time** means the time specified as such in the applicable Conditions Supplement or, if no time is so specified, 11.00 a.m. in the principal trading market for the Valuation Obligation.

**Voting Shares** means the shares or other interests that have the power to elect the Board of Directors or similar governing body of an entity.

**Weighted Average Quotation** means in accordance with the Quotation Method, the weighted average of firm quotations obtained from Quotation Dealers at the Valuation Time, to the extent reasonably practicable, each for an amount of the Reference Obligation with an Outstanding Principal Balance or Due and Payable Amount, as applicable, of as large a size as available but less than the Quotation Amount (but, of a size at least equal to the Minimum Quotation Amount) that in aggregate are approximately equal to the Quotation Amount.

# FORM OF CONDITIONS SUPPLEMENT

The applicable Conditions Supplement in relation to each issue of Notes shall be, or substantially be, in the form below.

**CONDITIONS SUPPLEMENT**

[Date]

**DBS Bank Ltd**
**(Company Registration Number: 196800306E)**
**[Title of relevant Tranche/Series of Notes (specifying type of Notes) (the Notes)]**
**issued pursuant to the U.S.$5,000,000,000 Structured Note Programme**

This document constitutes the Conditions Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the Offering Circular dated 17 June 2015 (the **Offering Circular**). This Conditions Supplement is supplemental to and must be read in conjunction with such Offering Circular. The Notes will be issued on the terms of this Conditions Supplement read together with the Offering Circular. This Conditions Supplement may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions, replace or modify the Terms and Conditions for the purpose of the Notes described herein.

*[Include whichever of the following apply or specify as "Not Applicable" (N/A)]*

| | | | |
|---|---|---|---|
| 1. | [(i)] | Issuer: | DBS Bank Ltd. |
| | (ii) | [Any other Paying Agent(s) and specified office: | [ ] [*Specify only if applicable*]] |
| 2. | (i) | Series Number: | [ ] |
| | | ISIN: | [ ] |
| | | Common Code: | [ ] |
| | (ii) | Class of Notes: | [ ] |
| | (iii) | Details of the Notes to which this Class of Notes relates including ranking of this Class in point of priority (if more than one Class): | [ ] |
| | (iv) | Tranche Number: | [ ]<br>*(If fungible with an existing Class and/or Series, details of that Class and/or Series, including the date on which the Notes become fungible)* |
| 3. | Specified Currency or Currencies: | | [ ] |
| 4. | Aggregate Principal Amount: | | |
| | - | Class: | [ ] |
| | - | Tranche: | [ ] |
| | - | Series: | [ ] |

| | | |
|---|---|---|
| 5. | Issue Price: | [In respect of each Note, [ ] per cent. of the Specified Denomination.] |
| 6. | Specified Denomination(s): | [ ] |
| 7. | (i) Issue Date: | [ ] |
| | (ii) Interest Commencement Date: | [Issue Date/other] |
| 8. | Maturity Date: | [*Specify date*/Interest Payment Date falling in or nearest to [*specify month*]/*Specify other*] |
| 9. | Interest Basis: | [[ ] per cent. Fixed Rate]<br>[[LIBOR/EURIBOR] +/- [ ] per cent. Floating Rate]<br>[Zero Coupon]<br>[Commodity Linked]<br>[Credit Linked]<br>[Currency Linked]<br>[Equity Linked]<br>[Index Linked]<br>[Interest Rate Linked]<br>[Combination - *specify*]<br>[*specify other*]<br>(further particulars specified below) |
| 10. | Redemption Basis: | [Redemption at par]<br>[Instalment]<br>[Commodity Linked]<br>[Credit Linked]<br>[Currency Linked]<br>[Equity Linked]<br>[Index Linked]<br>[Interest Rate Linked]<br>[Combination - *specify*]<br>[*specify other*] |
| 11. | Form of the Notes: | [Bearer Form/Registered Form/Temporary/ Permanent](further particulars specified below) |
| 12. | Automatic/optional change of Interest Basis or Redemption Basis: | [*Specify details of any provision for change of Notes into another Interest Basis or Redemption Basis*] |
| 13. | Put/Call Options: | [Investor Put]<br>[Issuer Call]<br>[(further particulars specified below)] |
| 14. | (i) Listing: | [SGX-ST/*specify other*/None] |
| | (ii) Listing Agent and specified office: | [ ] |
| 15. | Tax Gross-Up: | [Condition 11(b) (*No Gross-Up*) applicable.]<br>[*Specify Condition 11(a) (Gross-Up) if Issuer is liable to gross-up*] |

| | | |
|---|---|---|
| 16. | Method of issue: | [Non-syndicated]<br>*(Specify "Syndicated" if the issue is on a syndicated basis)* |

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

| | | |
|---|---|---|
| 17. | ISDA Determination: | |
| | - Floating Rate Option: | [ ] |
| | - Designated Maturity: | [ ] |
| | - Reset Date: | [ ] |
| 18. | Screen Rate Determination: | |
| | - Relevant Quotation: | [ ] |
| | - Reference Rate: | [ ]<br>(*Either LIBOR, EURIBOR or other, although additional information is required if other - including fallback provisions in the Agency Agreement*) |
| | - Interest Determination Date(s): | [ ]<br>(*Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR*) |
| | - Relevant Screen Page: | [ ]<br>(*In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*) |
| | - Reference Banks: | [ ] |
| | - Relevant Time: | [ ] |
| 19. | Whether accrued but unpaid interest shall be payable upon redemption: | [Yes/No] |
| 20. | **Fixed Rate Note Provisions**: | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) Rate(s) of Interest: | [ ] per cent. per annum [payable [annually/ semi-annually/quarterly] in arrear]<br>(*If payable other than annually, consider amending Condition* 3 (*Interest*)) |

| | | |
|---|---|---|
| (ii) | Interest Payment Date(s): | [ ] in each year [*adjusted in accordance with [specify Business Day Convention and any applicable Business Centre for the definition of Business Day*]/not adjusted] |
| (iii) | Interest Period End Date: | [ ] [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day*]/not adjusted]<br><br>*(Not applicable unless different from Interest Payment Date)* |
| (iv) | Broken Amount(s): | [*Insert particulars of any initial or final broken interest amounts which do not correspond with the Interest Amount*], payable on the Interest Payment Date falling [in/or] [ ] |
| (v) | Business Day Convention: | [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[*specify other*]] |
| (vi) | Day Count Fraction: | [Actual/365 or Actual/Actual (ISDA)<br>Actual/365 (Fixed)<br>Actual/360<br>30/360, 360/360 or Bond Basis<br>30E/360 or Eurobond Basis<br>30E/360 (ISDA)<br>Actual/Actual-ICMA<br>*Other*] |
| (vii) | Determination Date(s): | [ ] in each year<br>[*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*] (*NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration and is only relevant where Day Count Fraction is Actual/Actual (ICMA)*). |
| (viii) | Other terms relating to the method of calculating interest for Fixed Rate Notes: | [None/*Give details*] |
| 21. | **Floating Rate Note Provisions:** | [Applicable/Not Applicable]<br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)* |
| (i) | Interest Payment Date(s): | [ ] [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day*]/not adjusted] |

| | | |
|---|---|---|
| (ii) | Interest Period End Date: | [ ] [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day*]/not adjusted]<br><br>*(Not applicable unless different from Interest Payment Date)* |
| (iii) | Business Day Convention: | [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[*specify other*]] |
| (iv) | Manner in which the Rate of Interest and Interest Amount is to be determined: | [Screen Rate Determination/ISDA Determination/ *specify other*] [payable in arrear] |
| (v) | Party responsible for calculating the Rate of Interest and Interest Amount (if not the Calculation Agent): | [ ] |
| (vi) | Margin(s): | [+/-] [ ] per cent. per annum |
| (vii) | Rate of interest: | [[ ] per cent. per annum/Not Applicable] |
| (viii) | Minimum Rate of Interest: | [[ ] per cent. per annum/Not Applicable] |
| (ix) | Maximum Rate of Interest: | [[ ] per cent. per annum/Not Applicable] |
| (x) | Day Count Fraction: | [Actual/365 or Actual/Actual (ISDA)<br>Actual/365 (Fixed)<br>Actual/360<br>30/360, 360/360 or Bond Basis<br>30E/360 or Eurobond Basis<br>30E/360 (ISDA)<br>Actual/Actual-ICMA<br>*Other*] |
| (xi) | Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Terms and Conditions: | [ ] |
| 22. | **Zero Coupon Note Provisions**: | [Applicable/Not Applicable]<br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)* |
| (i) | Accrual Yield: | [ ] |
| (ii) | Reference Amount: | [ ] |
| (iii) | Any other formula/basis of determining Amortised Face Amount payable: | [ ]<br>*(Consider applicable Day Count Fraction if euro denominated)* |

| | | |
|---|---|---|
| 23. | **Commodity Linked Interest Note Provisions:** | [Applicable/Not Applicable]<br>*(if applicable, give or annex details)*<br>*[The provisions for Commodity Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement]* |
| 24. | **Credit Linked Interest Note Provisions:** | [Applicable/Not Applicable]<br>*(if applicable, give or annex details)*<br>*[The provisions for Credit Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement]* |
| 25. | **Currency Linked Interest Note Provisions:** | [Applicable/Not Applicable]<br>*(if applicable, give or annex details)*<br>*[The provisions for Currency Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement]* |
| (i) | Interest Payment Date(s): | [ ] in each year [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day]/not adjusted*] |
| (ii) | Interest Period End Date: | [ ] [adjusted in accordance with [*specify Business Day Convention and any applicable Business Centre for the definition of Business Day]/not adjusted*]<br><br>*(Not applicable unless different from Interest Payment Date)* |
| (iii) | Rate of Exchange/method of calculating Rate of Exchange: | [*give details*] |
| (iv) | Calculation Agent, if any, responsible for calculating the principal and/or interest payable: | [ ] |
| (v) | Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: | [ ] |
| (vi) | Person at whose option Specified Currency(ies) is/are payable: | [ ] |
| (vii) | Business Day Convention: | [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/[*specify other*]] |
| (viii) | Minimum Rate of Interest: | [[ ] per cent. per annum/Not Applicable] |

| | | |
|---|---|---|
| (ix) | Maximum Rate of Interest: | [[ ] per cent. per annum/Not Applicable] |
| (x) | Day Count Fraction: | [Actual/365 or Actual/Actual (ISDA)<br>Actual/365 (Fixed)<br>Actual/360<br>30/360, 360/360 or Bond Basis<br>30E/360 or Eurobond Basis<br>30E/360 (ISDA)<br>Actual/Actual-ICMA<br>*Other*] |
| (xi) | Other terms relating to the method of calculating interest for Currency Linked Interest Note provisions: | [*None/Give details*] |
| 26. | **Equity Linked Interest Note Provisions:** | [Applicable/Not Applicable]<br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*<br><br>[*The provisions for Equity Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*] |
| (i) | Formula for calculating interest rate including back up provisions: | [*Give or annex details*] [payable in arrear] |
| (ii) | Interest Payment Date(s): | [ ] |
| (iii) | Interest Period End Date: | [ ]<br>*(Not applicable unless different from Interest Payment Date)* |
| (iv) | Business Day Convention: | [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*] |
| (v) | Minimum Rate of Interest: | [[ ] per cent. per annum/Not Applicable] |
| (vi) | Maximum Rate of Interest: | [[ ] per cent. per annum/Not Applicable] |
| (vii) | Day Count Fraction: | [Actual/365 or Actual/Actual (ISDA)<br>Actual/365 (Fixed)<br>Actual/360<br>30/360, 360/360 or Bond Basis<br>30E/360 or Eurobond Basis<br>30E/360 (ISDA)<br>Actual/Actual-ICMA<br>Other] |
| (viii) | Other terms relating to the method of calculating interest for Equity Linked Interest Notes: | [None/*Give details*] |

| | | |
|---|---|---|
| 27. | **Index Linked Interest Note Provisions:** | [Applicable/Not Applicable]<br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*<br><br>[*The provisions for Index Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*] |
| (i) | Formula for calculating interest rate including back up provisions: | [*Give or annex details*] [payable in arrear] |
| (ii) | Interest Payment Date(s): | [ ] |
| (iii) | Interest Period End Date: | [ ]<br>*(Not applicable unless different from Interest Payment Date)* |
| (iv) | Business Day Convention: | [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/*specify other*] |
| (v) | Minimum Rate of Interest: | [[ ] per cent. per annum/Not Applicable] |
| (vi) | Maximum Rate of Interest: | [[ ] per cent. per annum/Not Applicable] |
| (vii) | Day Count Fraction: | [Actual/365 or Actual/Actual (ISDA)<br>Actual/365 (Fixed)<br>Actual/360<br>30/360, 360/360 or Bond Basis<br>30E/360 or Eurobond Basis<br>30E/360 (ISDA)<br>Actual/Actual-ICMA<br>Other] |
| (viii) | Other terms relating to the method of calculating interest for Index Linked Interest Notes: | [None/*Give details*] |
| 28. | **Interest Rate Linked Interest Note Provisions:** | [Applicable/Not Applicable]<br>(*if applicable, give or annex details*)<br>[*The provisions for Interest Rate Linked Interest Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*] |

**PROVISIONS RELATING TO REDEMPTION**

| | | |
|---|---|---|
| 29. | **Issuer Call:** | [Applicable/Not Applicable]<br>*(If not applicable, delete the remaining sub-paragraphs of this paragraph)* |
| (i) | Optional Redemption Date(s): | [ ] |

| | | |
|---|---|---|
| | (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): | [ ] |
| | (iii) If redeemable in part: | |
| | (a) Minimum Redemption Amount: | [ ] |
| | (b) Higher Redemption Amount: | [ ] |
| | (iv) Notice period (if other than as set out in the Terms and Conditions): | [ ] |
| 30. | **Investor Put:** | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) Optional Redemption Date(s): | [ ] |
| | (ii) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s): | [ ] |
| | (iii) Notice period (if other than as set out in the Terms and Conditions): | [ ] |
| | (iv) Terms of redemption: | [ ] |
| | (v) If redeemable in part: | |
| | (a) Minimum Redemption Amount: | [ ] |
| | (b) Higher Redemption Amount: | [ ] |
| 31. | Final Redemption Amount for each Note, including the method, if any, of calculating the same: | [Par/*specify amount or details including party responsible for calculation. NB: fallback provisions must be inserted*] |
| 32. | Banking Event and Currency Event: | [Applicable/Not Applicable] |
| | - [Relevant Jurisdiction:] | [ ] |
| | - Settlement Currency: | [ ] |
| | - Alternate Currency: | [ ] |
| 33. | Currency Hedging Disruption Event: | [Applicable/Not Applicable] |
| 34. | Governmental Event: | [Applicable/Not Applicable] |
| | - [Relevant Jurisdiction:] | [ ] |
| 35. | Illegality: | [Applicable/Not Applicable] |

| | | | |
|---|---|---|---|
| 36. | Details relating to Instalment Notes: | | [Not Applicable/*give details*] |
| | (i) | Instalment Amount: | [ ] |
| | (ii) | Instalment Date(s): | [ ] |
| 37. | (i) | Early Redemption Amount(s) for each Note payable on redemption for taxation reasons, on Event of Default or any other Condition as specified herein and/or the method, if any, of calculating the same: | [*Specify amount or details including party responsible for calculation*] [*Specify any other Conditions to which Early Redemption Amount(s) applies*] |
| | (ii) | Early Redemption Date: | [Specify] |
| 38. | Whether the Issuer is able to purchase any of the Notes pursuant to Condition 10 (*Purchase*): | | [Yes/No] |
| 39. | Method of selecting the Notes or, if applicable, the Book-Entry Interests, to be redeemed in the case of a partial redemption of any Class or Series of Notes: | | [To be selected individually by lot/to be selected in accordance with the order of priorities relating to the repayment of principal of the Notes and, within any Class of Notes, on a *pari passu* basis/ Not Applicable] |
| 40. | Other terms applicable on redemption: | | [ ] |
| 41. | **Commodity Linked Redemption Note Provisions:** | | [Applicable/Not Applicable]<br>(*if applicable, give or annex details*)<br>[*The provisions for Commodity Linked Redemption Notes may be set out below and/ or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*] |
| 42. | **Credit Linked Redemption Note Provisions:** | | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph*) |
| | (i) | Type of Notes: | [Single Name Credit Linked Notes/First-to-Default Credit Linked Notes/N$^{th}$-to-Default Credit Linked Notes*/ other**]<br><br>*[*Where the Notes are N$^{th}$-to-Default Credit Linked Notes, specify the value of N, e.g. "Second-to-Default Credit Linked Notes"]*<br><br>*[**If Credit Linked Notes of a type other than covered by Condition* 9 (*Credit Linked Notes*) *are being issued then applicable additional provisions will need to be set out in full in this Conditions Supplement]* |
| | (ii) | Credit Derivatives Physical Settlement Matrix: | |

| | | |
|---|---|---|
| | (a) Physical Settlement Matrix Standard Terms: | [Applicable/Not Applicable]<br><br>*[Condition 9(o) (Transaction Type Standard Terms). The Physical Settlement Matrix Standard Terms can apply to a Physically Settled, Cash Settled or Auction Settled Note]* |
| | (b) Version of Physical Settlement Matrix: | The "Credit Derivatives Physical Settlement Matrix" as published by ISDA on [●], a copy of which is appended to this Conditions Supplement<br><br>*[If Applicable, append the version of the Physical Settlement Matrix which is being used to this Conditions Supplement]* |
| (iii) | Trade Date: | [ ] |
| (iv) | Calculation Amount: | [ ] |
| (v) | Calculation Agent responsible for making calculations and determinations pursuant to Condition 9 (*Credit Linked Notes*): | [ ] |
| (vi) | Calculation Agent City: | [ ] |
| (vii) | Business Day for the purposes of Condition 9 (*Credit Linked Notes*) only: | |
| | (a) Specified Business Centre: | [ ] |
| | (b) TARGET: | [Applicable/Not Applicable] |
| (viii) | Business Day Convention: | [ ] |
| (ix) | Reference Entities comprising the Reference Portfolio: | [ ] |
| (x) | Reference Entity(ies): | [ ] |
| | (a) Transaction Type(s): | [ ] [Not Applicable] [*Specify Transaction Type(s) where "Physical Settlement Matrix Standard Terms" is applicable*] |
| | (b) Financial Reference Entity Terms: | [Applicable]/[Not Applicable] |
| | (c) Subordinated European Insurance Terms: | [Applicable]/[Not Applicable] |
| | [If more than one Reference Entity, insert the following: | |
| | 1. [Reference Entity 1: | [ ] (Reference Entity 1) |

| | | | |
|---|---|---|---|
| | | (a) Transaction Type(s): | [ ] [Not Applicable] [*Specify Transaction Type(s) where "Physical Settlement Matrix Standard Terms" is applicable*]] |
| | 2. | [Reference Entity 2: | [ ] (Reference Entity 2) |
| | | (a) Transaction Type(s): | [ ] [Not Applicable] [*Specify Transaction Type(s) where "Physical Settlement Matrix Standard Terms" is applicable*]<br><br>*[NB complete and number accordingly in relation to additional Reference Entities. Also repeat relevant information in respect of each Reference Entity, specifying "In relation to Reference Entity [1]" or similar in relation to the relevant information.]* |
| (xi) | Seniority Level: | | [Senior Level]/[Subordinated Level] |
| (xii) | Sovereign No Asset Package Delivery: | | [Applicable/Not Applicable] |
| (xiii) | Fixed Number of Reference Entities: | | [Applicable/Not Applicable] |
| (xiv) | Reference Obligation(s): | | [ ] |
| | [The obligation[s] identified as follows: | | |
| | (a) | Primary Obligor: | [ ] |
| | (b) | Guarantor: | [ ] |
| | (c) | Maturity: | [ ] |
| | (d) | Coupon: | [ ] |
| | (e) | CUSIP/ISIN: | [ ] |
| | (f) | [Seniority: | [ ]]] |
| (xv) | Standard Reference Obligation: | | [Applicable]/[Not Applicable] |
| (xvi) | All Guarantees: | | [With respect to each Reference Entity, as specified in the Physical Settlement Matrix] or [Applicable/Not Applicable] |
| (xvii) | Credit Events: | | [As per Physical Settlement Matrix]<br>[Bankruptcy]<br>[Failure to Pay]<br>[Grace Period Extension:] [Applicable/Not Applicable]<br>[If Applicable:<br>Grace Period: [ ] calendar days]<br>[Obligation Acceleration] |

| | | |
|---|---|---|
| | | [Obligation Default]<br>[Repudiation/Moratorium]<br>[Restructuring]<br>[Provisions relating to Restructuring Credit Event: [Mod R] [Mod Mod R]<br>[Multiple Holder Obligation: [Applicable/ Not Applicable]]<br>[Governmental Intervention]<br>[CoCo Supplement: [Applicable/Not Applicable]<br>Trigger Percentage: [ ]]<br>[*other*] |
| | Default Requirement: | [ ] |
| | Payment Requirement: | [ ] |
| (xviii) | Credit Event Backstop Date: | [Applicable/Not Applicable] |
| (xix) | Event Determination Date: | Credit Event Notice<br><br>*(N.B. The Credit Event Notice will be delivered by the Calculation Agent to the Issuer. Upon receipt of the Credit Event Notice, the Issuer will give notice to Noteholders as soon as practicable in accordance with Condition 17 (Notices).)*<br><br>Notice of Publicly Available Information [Applicable/Not Applicable]<br><br>[If Applicable:<br>Public Source(s): [ ]<br>Specified Number: [ ]]<br><br>[Other Physical Settlement Matrix Standard Terms apply (if any)] |
| (xx) | Obligation(s): | |
| | Obligation Category: | [With respect to each Reference Entity, as specified in the Physical Settlement Matrix]<br>or<br>[*select one only*]:<br>[Payment]<br>[Borrowed Money]<br>[Reference Obligation Only]<br>[Bond]<br>[Loan]<br>[Bond or Loan] |
| | Obligation Characteristics: | [With respect to each Reference Entity, as specified in the Physical Settlement Matrix]<br><br>or<br><br>[*elect all of which apply*] |

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| | | [Not Subordinated]<br><br>[Specified Currency: [specify currency/Standard Specified Currency]<br><br>[Not Sovereign Lender]<br><br>[Not Domestic Currency:]<br><br>[Domestic Currency means: [specify currency]]<br><br>[Not Domestic Law]<br><br>[Listed]<br><br>[Not Domestic Issuance] |
| (xxi) | Provisions relating to Monoline Insurer as Reference Entity: | [Applicable/Not Applicable]/Condition 9(p) (*Provisions taken from the ISDA supplement titled "Additional Provisions for Monoline Insurer Reference Entities (September 15, 2014)"*) |
| (xxii) | Provisions relating to LPN Reference Entities: | [Applicable/Not Applicable]/Condition 9(t) (*Provisions taken from the ISDA supplement titled "Additional Provisions for LPN Reference Entities" (September 15, 2014)*) |
| | Additional Obligation: | [ ] |
| (xxiii) | Excluded Obligation(s): | [ ] |
| (xxiv) | Settlement: | |
| | (a) Settlement Method: | [Cash Settlement/Physical Settlement/Auction Settlement] |
| | (b) Fallback Settlement Method: | [Cash Settlement/Physical Settlement/Not Applicable] |
| (xxv) | Accrual of Interest upon Credit Event: | [Applicable/Not Applicable] |
| (xxvi) | Merger Event: | [Applicable/Not Applicable] |
| (xxvii) | Unwind Costs: | [ ] [Specify Amount] [Standard Unwind Costs/Not Applicable] |
| (xxviii) | Scheduled Maturity Date: | [ ] |
| *Terms relating to Cash Settlement* | | *(If not applicable, specify sub-paragraph (xxix) to (xxxix) as Not Applicable)* |

| | | |
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| (xxix) | Credit Event Redemption Amount: | [*Specify amount*] [Express per Calculation Amount] or [*As specified in Condition 23 (*Definitions*)*]<br><br>[*If applicable, insert the following*: The Credit Event Redemption Amount in respect of each Calculation Amount shall be rounded to the nearest 0.01 in the Specified Currency with 0.005 rounded [up][down]wards] |
| (xxx) | Credit Event Redemption Date: | [[ ] Business Days] or [As specified in Condition 23 (*Definitions*)] |
| (xxxi) | Valuation Date: | [Single Valuation Date: [ ] Business Days]<br><br>[Multiple Valuation Dates:<br>[ ] Business Days; and each [ ] Business Days thereafter.<br>Number of Valuation Dates: [ ]] |
| (xxxii) | Valuation Time: | [ ] |
| (xxxiii) | Quotation Method: | [Bid/Offer/Mid-market] |
| (xxxiv) | Quotation Amount: | [[ ]/Representative Amount] |
| (xxxv) | Minimum Quotation Amount: | [ ] |
| (xxxvi) | Quotation Dealers: | [ ] |
| (xxxvii) | Quotations: | [Include Accrued Interest/Exclude Accrued Interest] |
| (xxxviii) | Valuation Method: | [Market/Highest/Calculation Agent Determination]<br>[Average Market/Highest/Average Highest/ Average Calculation Agent Determination]<br>[Highest Calculation Agent Determination] |
| (xxxix) | Valuation Obligation(s):<br><br>The following Deliverable Obligation Category and Deliverable Obligation Characteristics shall apply: | |

| | | |
|---|---|---|
| (a) | Deliverable Obligation Category: | [With respect to each Reference Entity, as specified in the Physical Settlement Matrix]<br><br>or<br><br>[*select one only*]<br><br>[Payment]<br>[Borrowed Money]<br>[Reference Obligation Only]<br>[Bond]<br>[Loan]<br>[Bond or Loan] |
| (b) | Deliverable Obligation Characteristics: | [With respect to each Reference Entity, as specified in the Physical Settlement Matrix]<br><br>or<br><br>[*select all of which apply*]<br><br>[Not Subordinated]<br>[Specified Currency: [specify currency/Standard Specified Currency]]<br>[Not Sovereign Lender]<br>[Not Domestic Currency]<br>[Domestic Currency means: [*specify currency*]]<br>[Not Domestic Law]<br>[Listed]<br>[Not Domestic Issuance]<br>[Assignable Loan]<br>[Consent Required Loan]<br>[Direct Loan Participation]<br>[Qualifying Participation Seller: *insert details*]<br>[Transferable]<br>[Maximum Maturity: [*insert Maximum Maturity in years*]]<br>[Accelerated or Matured]<br>[Not Bearer] |
| (c) | Excluded Deliverable Obligation(s): | [ ] [Not Applicable] |

| | |
|---|---|
| Other terms or special conditions: | [ ] |
| *Terms relating to Physical Delivery* | *(If not applicable, specify sub-paragraphs (xl) to (xlix) as Not Applicable)* |
| (xl) Physical Settlement Period: | [With respect to each Reference Entity, as specified in the Physical Settlement Matrix] [Not Applicable]<br><br>or<br><br>[ ] Business Days |

| | | |
|---|---|---|
| (xli) | Asset Amount: | [Include Accrued Interest/Exclude Accrued Interest] [Not Applicable] |
| (xlii) | Settlement Currency: | [ ] [Not Applicable] |
| (xliii) | Deliverable Obligations: | |
| | Deliverable Obligation Category: | [With respect to each Reference Entity, as specified in the Physical Settlement Matrix] [Not Applicable]<br><br>or<br><br>[select one only]<br><br>[Payment]<br>[Borrowed Money]<br>[Reference Obligation Only]<br>[Bond]<br>[Loan]<br>[Bond or Loan] |
| | Deliverable Obligation Characteristics: *(select all of which apply)* | [With respect to each Reference Entity, as specified in the Physical Settlement Matrix] [Not Applicable]<br><br>or<br><br>[*select all of which apply*]<br><br>[Not Subordinated]<br>[Specified Currency:<br>[*specify currency*/Standard Specified Currency]<br>[Not Sovereign Lender]<br>[Not Domestic Currency]<br>[Domestic Currency means: [*specify currency*]]<br>[Not Domestic Law]<br>[Listed]<br>[Not Domestic Issuance]<br>[Assignable Loan]<br>[Consent Required Loan]<br>[Direct Loan Participation]<br>[Qualifying Participation Seller: *insert details*]<br>[Transferable]<br>[Maximum Maturity: [ ]]<br>[Accelerated or Matured]<br>[Not Bearer] |
| | Asset Package Delivery: | [Applicable/Not Applicable] |
| | Excluded Deliverable Obligation(s): | [ ] [Applicable/Not Applicable] |
| (xliv) | Indicative Quotations: | [Applicable/Not Applicable] |
| (xlv) | Partial Cash Settlement of Consent Required Loans: | [Applicable/Not Applicable] |

| | | |
|---|---|---|
| (xlvi) | Partial Cash Settlement of Assignable Loans: | [Applicable/Not Applicable] |
| (xlvii) | Cut-Off Date: | [ ] |
| (xlviii) | Delivery provisions for Asset Amount (including details of the party making such delivery) if different from the Terms and Conditions: | [ ] [Not Applicable] |
| (xlix) | Other terms or special conditions: | [ ] [Not Applicable] |

*Terms relating to Reference Obligation Only Notes*

| | | |
|---|---|---|
| (l) | Reference Obligation Only Termination Amount: | [ ] [Not Applicable] |

*Terms relating to Auction Settlement*

| | | |
|---|---|---|
| (li) | Auction Credit Event Redemption Amount: | [Express per Calculation Amount] *or* [As specified in Condition 23 (*Definitions*)] |
| (lii) | Auction Credit Event Redemption Date: | [ ] *or* [As specified in Condition 23 (*Definitions*)] |

*Adjustments following a Constraint Event*

| | | | |
|---|---|---|---|
| (liii) | Constraint Events: | | |
| | (a) | Constraint Event provisions: | [Applicable/Not Applicable]<br><br>*(If not applicable, delete the following sub-paragraph Type of Constraint Event)* |
| | (b) | Constraint Event Early Redemption: | [Applicable/Not Applicable] |
| (liv) | Type of Constraint Event: | | |
| | (a) | General Inconvertibility: | [Applicable/Not Applicable]<br><br>If applicable:<br><br>Relevant Jurisdictions [*give details*]<br><br>Local Currency [*give details*] |
| | (b) | Specific Inconvertibility: | [Applicable/Not Applicable]<br><br>If applicable:<br><br>Reference Entity [*give details*]<br><br>Relevant Jurisdictions [*give details*]<br><br>Local Currency [*give details*] |

| | | |
|---|---|---|
| (c) | General Non-Transferability: | [Applicable/Not Applicable]<br><br>If applicable:<br><br>Relevant Jurisdictions [*give details*]<br><br>Local Currency [*give details*] |
| (d) | Specific Non-Transferability: | [Applicable/Not Applicable]<br><br>If applicable:<br><br>Reference Entity [*give details*]<br><br>Relevant Jurisdictions [*give details*]<br><br>Local Currency [*give details*] |
| (e) | Nationalisation: | [Applicable/Not Applicable]<br><br>If applicable:<br><br>Reference Entity [*give details*]<br><br>Relevant Jurisdictions [*give details*] |
| (f) | Hedging Disruption: | [Applicable/Not Applicable] |
| (g) | Downgrade: | [Applicable/Not Applicable]<br><br>If applicable:<br><br>Downgrade Obligation [Reference Obligation/*give details*]<br><br>Specified Rating [*give details*]<br><br>Rating Agency [*give details*]<br><br>[If more than one Downgrade Obligation, repeat in relation to each such Downgrade Obligation] |

*Adjustments following a Succession Date*

| | | |
|---|---|---|
| (lv) | Calculation Agent Determination: | [Applicable/Not Applicable] |

| | | |
|---|---|---|
| 43. | **Currency Linked Redemption Note Provisions:** | [Applicable/Not Applicable]<br>(*if applicable, give or annex details*)<br>[*The provisions for Currency Linked Redemption Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*] |

| | | | |
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| 44. | **Equity Linked Redemption Note Provisions:** | | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining subparagraphs of this paragraph*) |
| | (i) | Whether the Notes relate to a basket of shares (**Shares**) or units (**Units**) or a single Share or Unit (each an **Underlying Equity**) and the identity of the relevant issuer(s) of the Underlying Equity/Equities (each an **Equity Issuer**): | [Basket of Underlying Equities/Single Underlying Equity]<br><br>[(*Give or annex details*)] |
| | (ii) | Whether redemption of the Notes will be by (a) Cash Settlement or (b) Physical Settlement or (c) Cash Settlement and/or Physical Settlement: | [Cash Settlement/Physical Settlement/Cash Settlement and/or Physical Settlement]<br>(*If Cash Settlement and/or Physical Settlement specified, specify details for determining in what circumstances Cash Settlement or Physical Settlement will apply*) |
| | (iii) | Calculation Agent responsible for making calculations pursuant to Condition 7 (*Equity Linked Notes*): | [ ] |
| | (iv) | Exchange(s): | [ ](For information on the relevant Equity Issuer, noteholders may refer to announcements released by such Equity Issuer on the Relevant Exchange) |
| | (v) | Related Exchange: | [ ] |
| | (vi) | Potential Adjustment Events: | [Applicable/Not Applicable] |
| | (vii) | Delisting, Merger Event, Tender Offer, Nationalisation, Insolvency and Insolvency Filing: | [Applicable/Not Applicable] |
| | (viii) | Extraordinary Fund Event: | [Applicable/Not Applicable] |
| | (ix) | Change in Law: | [Applicable/Not Applicable] |
| | (x) | Hedging Disruption: | [Applicable/Not Applicable] |
| | (xi) | Substitution of Underlying Equities pursuant to Condition 7(d) (*Substitution of Underlying Equities*): | [Applicable/Not Applicable] |
| | | (a) Early Redemption Amount for redemption pursuant to Condition 7(c) (*Adjustments for Underlying Equities*): | [As defined in Condition 23 (*Definitions*)/ *Express per lowest Specified Denomination*/Not Applicable] |
| | | (b) Early Redemption Date: | [ ] |
| | (xii) | Reference Price: | [ ] |

| | | |
|---|---|---|
| (xiii) | Valuation Date: | [ ] |
| (xiv) | Valuation Time: | [ ] |
| (xv) | Strike Price: | [ ] |
| (xvi) | Exchange Rate: | [Applicable/Not Applicable]<br>[*Insert details*] |
| (xvii) | Disrupted Day: | [Applicable/Not Applicable]<br>[*If applicable consider provisions for calculation of the Reference Price if a Disrupted Day occurs*] |
| (xviii) | Disruption Cash Settlement Price: | [ ] |
| (xix) | Adjustment for Hedging Costs in relation to Disruption Cash Settlement Price: | [Applicable/Not Applicable] *(Note that this item relates to the payment of Hedging Costs when determining the Disruption Cash Settlement Price following a Settlement Disruption Event only.)* |
| (xx) | Multiplier for each Underlying Equity comprising the basket (which is subject to adjustment as set out in Condition 7 (*Equity Linked Notes*)): | [*Insert details*/Not Applicable] |
| (xxi) | Relevant Assets: | [*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery*] |
| (xxii) | Asset Amount: | [*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery*] |
| (xxiii) | Cut-off Date: | [*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery*] |
| (xxiv) | Delivery provisions for Asset Amount (including details of the party making such delivery) if different from the Terms and Conditions: | [*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery*] |
| (xxv) | Market Disruption Event: | [Applicable/Not Applicable]<br><br>[*If applicable consider provisions for calculation of the Reference Price if a Market Disruption Event occurs*] |
| (xxvi) | Other terms or special conditions: | [ ] |

45. **Index Linked Redemption Note Provisions:** [Applicable/Not Applicable]
(*If not applicable, delete the remaining subparagraphs of this paragraph*)

| | | |
|---|---|---|
| (i) | Whether the Notes relate to a basket of indices or a single index (each an **Index**) and the identity of the relevant issuer(s) of the relevant Index/Indices and details of the relevant sponsors (each an **Index Sponsor**): | [Basket of Indices/Single Index]<br>[(*Give or annex details*)] |
| (ii) | Whether redemption of the Notes will be by (a) Cash Settlement or (b) Physical Settlement or (c) Cash Settlement and/or Physical Settlement: | [Cash Settlement/Physical Settlement/Cash Settlement and/or Physical Settlement]<br>(*If Cash Settlement and/or Physical Settlement specified, specify details for determining in what circumstances Cash Settlement or Physical Settlement will apply*) |
| (iii) | Calculation Agent responsible for making calculations pursuant to Condition 8 (*Index Linked Notes*): | [ ] |
| (iv) | Exchange(s): | [ ] |
| (v) | Related Exchange: | [ ] |
| (vi) | Change in Law: | [Applicable/Not Applicable] |
| (vii) | Hedging Disruption: | [Applicable/Not Applicable] |
| (viii) | Early Redemption Amount for redemption pursuant to Condition 8(b) (*Adjustments for Indices*): | [As defined in Condition 23 (*Definitions*)/ *Express per lowest Specified Denomination*/Not Applicable] |
| (ix) | Reference Price: | [ ] |
| (x) | Valuation Date: | [ ] |
| (xi) | Valuation Time: | [ ] |
| (xii) | Strike Price: | [ ] |
| (xiii) | Disrupted Day: | [Applicable/Not Applicable]<br>[*If applicable consider provisions for calculation of the Reference Price if a Disrupted Day occurs*] |
| (xiv) | Market Disruption Event: | [Applicable/Not Applicable]<br>[*If applicable consider provisions for calculation of the Reference Price if a Market Disruption Event occurs*] |
| (xv) | Multiplier for each Index comprising the basket: | [*Insert details*/Not Applicable] |
| (xvi) | Index Disclaimer: | [Applicable/Not Applicable] |
| (xvii) | Replacement of Affected Index under Condition 8(b)(ii) (*Modification and Cessation of Calculation of an Index*): | [Applicable/Not Applicable] |

| | | |
|---|---|---|
| | (xviii) Other terms or special conditions: | [ ] |
| 46. | **Interest Rate Linked Redemption Note Provisions:** | [Applicable/Not Applicable]<br>(*if applicable, give or annex details*)<br>[*The provisions for Interest Rate Linked Redemption Notes may be set out below and/or in an annex to the Conditions Supplement. Capitalised terms used below and not referred to in the Terms and Conditions shall be defined in an annex to the Conditions Supplement*] |

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

| | | |
|---|---|---|
| 47. | Notes to be represented on issue by a Temporary Global Note or a Permanent Global Note: | [[Temporary/Permanent] Global Note/Not Applicable] |
| 48. | [Provisions for exchange of Temporary Global Notes:] | [Exchangeable for a Permanent Global Note, which is exchangeable for Bearer Notes in definitive form [on 60 days' notice given at any time/only upon an Exchange Event].]<br><br>[Temporary Global Note exchangeable for Bearer Notes in definitive form on or after the Exchange Date.]<br><br>[Not Applicable] |
| 49. | Provisions for exchange of Permanent Global Notes: | [Permanent Global Note exchangeable for Registered Notes in definitive form only upon an Exchange Event.]<br><br>[Not Applicable] |
| 50. | Financial Centre(s) or other special provisions relating to Payment Days: | [*give details*]<br>(*Note that this item relates to the date and place of payment*) |
| 51. | Business Centre(s) or other special provisions relating to Business Days: | For the purposes of determining the Record Date, Singapore. For all other purposes, [*give details*] |
| 52. | Talons for future Coupons or Receipts to be attached to Notes in definitive form (and dates on which such talons mature): | [Yes/No. If yes, give details] |
| 53. | Redenomination applicable: | Redenomination [not] applicable<br>[(if Redenomination is applicable, specify the terms of the redenomination in an Annex to the applicable Conditions Supplement)] |
| 54. | Ratings: | [Standard & Poor's Ratings Services/Moody's Investors Service Limited/specify other] |
| 55. | Governing law: | [Singapore/English] |

| | | |
|---|---|---|
| 56. | Other terms or special conditions: | [Not Applicable/give details] |

**DISTRIBUTION**

| | | |
|---|---|---|
| 57. | Name of relevant Dealer: | [Not Applicable]<br>(Specify names if applicable) |
| 58. | Name of relevant Distributor: | [Not Applicable]<br>(Specify names if applicable) |
| 59. | Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: | [TEFRA D/TEFRA C/TEFRA not applicable] |
| 60. | Additional selling restrictions: | [Not Applicable/give details] |
| 61. | Buy Back Arrangements: | [Applicable/Not Applicable]<br>(If applicable, give details) |
| | [Market Agent: | [Specify Market Agent only if applicable]] |

**OPERATIONAL INFORMATION**

| | | |
|---|---|---|
| 62. | Notes to be held outside any Clearing Systems or specify any Clearing System(s); If Clearing System(s) other than CDP or Euroclear and Clearstream, Luxembourg, include the relevant identification number(s): | [Notes to be held outside Clearing Systems/give name(s) of Clearing System and number(s)/Not Applicable] |
| 63. | Delivery: | Delivery [against/free of] payment |
| 64. | Additional Paying Agent(s) (if any): | [ ] |

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Conditions Supplement.

Acceptance on behalf of the
Issuer of the terms of the Conditions Supplement

For and on behalf of

DBS BANK LTD.

By .....

## SUBSCRIPTION PROCEDURES

Unless otherwise specified in the applicable Issue Document, the Issuer will sell Notes directly to the investors of the Notes.

DBS Bank Ltd. has been appointed by the Issuer as an initial Dealer under the Programme. Other Dealers may be appointed from time to time in respect of any issue of Notes. DBS Bank Ltd., in its capacity as a Dealer, may be the initial subscriber for the entire issue of any Notes on the relevant issue date.

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

In order to invest in the Notes, the investor must have, or open an account in connection with his investment in the Notes with DBS Bank Ltd. or the relevant Distributor (where applicable) or otherwise have existing arrangements in place for such Notes to be held in custody with an accountholder (or indirect accountholder) of Euroclear, Clearstream, Luxembourg or CDP.

*Where a Distributor has been appointed in connection with any Series of Notes*

Where DBS Bank Ltd. has entered into arrangements with one or more Distributors in relation to any Series of Notes, the identities and respective contact details of the Distributor(s), if applicable, will be included in the applicable Issue Document and will also be made available to prospective investors upon request at the office of the Arranger in Singapore (the address of which is set out in the section on "Corporate Information" in this Offering Circular) during normal business hours on any weekday for so long as any Notes remain outstanding.

*Prospective investors are advised that arrangements for the purchase by them of any Notes as part of the initial issue of a Series of Notes (including, without limitation, arrangements regarding the time and method of payment of the purchase price for any Notes, the amount of the charges to be levied by a Distributor, the opening and closing period (if any) for placing an order for any Notes and the arrangements for refund or payment of additional sums) will be as separately agreed between the prospective investors and the relevant Distributor and will be subject to the relevant Distributor's terms and conditions relating to such arrangements. Each Distributor may impose different arrangements relating to the purchase of Notes and prospective investors should contact the relevant Distributor for information relating to such arrangements.*

*It is important that prospective investors familiarise themselves with, and ensure that they understand and accept, the terms and conditions imposed by the relevant Distributor.*

## BUY BACK ARRANGEMENTS

The applicable Issue Document will describe the buy back arrangements (if any) to be implemented in connection with an issue of Notes, including the identity of the Market Agent who will conduct such buy back activities and the extent thereof. Investors are therefore advised to read the applicable Issue Document for a description of the circumstances (if any) in which they will be able to sell their Notes, or if applicable, purchase further Notes, after the relevant issue date. The buy back arrangements (if any) will be conducted by the Market Agent in compliance with applicable laws and regulations.

The Market Agent, if specified in the applicable Issue Document, intends, but is under no obligation to, buy back Notes. In this capacity, it intends to quote, on a best efforts basis, a price at which it is willing to purchase Notes. The prices quoted by the Market Agent will be by reference to one Note and will be expressed as a percentage of the principal amount of one Note. Prices quoted by the Market Agent will be determined by the Market Agent in its absolute discretion. Such prices, and the trading value of Notes, may be equal to, higher or lower than the Issue Price (as specified in the applicable Issue Document) of such Notes, and will vary depending on many factors.

These buy back arrangements, if specified in the applicable Issue Document, are on a reasonable efforts basis and do not assure liquidity for Notes. There can be no assurance that the Market Agent will buy back Notes, or if it does so, that it will continue to do so. Accordingly, there can be no assurance that investors will have access to a firm buy back price for Notes in a principal amount which investors may wish to sell.

## WHERE NOTES ARE HELD AND TRADED THROUGH A CLEARING SYSTEM

Notes may be held and traded through Euroclear, Clearstream, Luxembourg, CDP and/or such other Clearing System, as specified in the applicable Issue Document. For the purpose of payments and notices made by the Issuer to Noteholders of such Notes, such payments and notices will be given to the relevant Clearing System for communication and delivery to entitled accountholders. For the purpose of payments and notices made by the Noteholders of such Notes to the Issuer, such payments and notices will be given by entitled accountholders of the relevant Clearing System for communication and delivery to the Issuer. Where applicable, the relevant Distributor or other custody provider (as a direct or an indirect participant to the relevant Clearing System), where applicable, will be the accountholder for the purpose of such payments and notices. Accordingly, investors will have to rely on the relevant Distributor or other custody provider, where applicable, to credit or debit their respective account with payments credited or debited to it, to distribute to them notices which it receives through the Clearing System from the Issuer, to make any payments and/or give any notices required to be made/given to the Issuer.

The relevant Distributor is required to assess whether any Notes are a suitable investment for the investors and explain the features of such Notes and the risks arising from an investment in such Notes.

***Prospective investors should note that, where Notes are represented by Global Notes held through Euroclear, Clearstream, Luxembourg and/or CDP, such other Clearing System as specified in the applicable Issue Document, the term "Noteholders" shall mean the persons shown in the records of Euroclear or Clearstream, Luxembourg and/or CDP and/or such other Clearing System as specified in the applicable Issue Document, as the case may be, as a holder of such Notes. The investors are not "Noteholders" in this context. The terms "you", "investors" or "prospective investors" used in this Offering Circular have been used to describe the investors purchasing Notes from or through a Distributor or directly from the Issuer, as the case may be.***

# CUSTODY ARRANGEMENTS

Bearer Notes in definitive form will not be issued to individual holders of Notes (except in very limited circumstances as described in the section on “Summary of the Programme — Form of the Notes” in this Offering Circular). However, Registered Notes in definitive form may be issued to individual holders of Notes. In the case of Bearer Notes or (where definitive Notes are not issued) Registered Notes cleared through a Clearing System, Global Notes representing the total principal amount of each Series of Notes will instead on the issue date of the relevant series of Notes be, in the case of Bearer Notes, deposited with a common depositary or any other depositary or, in the case of Registered Notes, registered in the name of a common nominee or any other nominee for Euroclear, Clearstream, Luxembourg, CDP and/or such other Clearing System as specified in the applicable Issue Document. A Noteholder’s interest in Notes, whilst such Notes are represented by a Global Note, will be credited to the accounts of the relevant Distributor or other custody provider, where applicable, with Euroclear, Clearstream, Luxembourg, CDP and/or such other Clearing System. For as long as any such Notes are represented by a Global Note held through a Clearing System, the relevant Distributor or other custody provider, where applicable, which is a direct participant of the relevant Clearing System, will be treated as the holder of such Notes. Distributors, if appointed, which are not direct participants of the relevant Clearing System will need to look to other entities which are direct participants of such system in respect of any rights under any Notes. See the section on “Settlement, Clearance and Custody” in this Offering Circular.

# SETTLEMENT, CLEARANCE AND CUSTODY

**Holding Notes through a Clearing System: Settlement and Clearance of Notes within Euroclear and Clearstream, Luxembourg and/or CDP**

Notes may be held through Euroclear and Clearstream, Luxembourg, two large international Clearing Systems for securities, and/or CDP (as described below). Custodial and depositary links have been established with Euroclear and Clearstream, Luxembourg to facilitate the initial issue of Notes and cross-market transfers of Notes associated with secondary market trading. In respect of each Series of Notes, the applicable Issue Document will specify whether Notes are to be held through Euroclear and Clearstream, Luxembourg and/or CDP (as described below).

**Euroclear and Clearstream, Luxembourg**

Euroclear and Clearstream, Luxembourg each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants, thereby eliminating the need for physical movements of certificates and any risks from lack of simultaneous transfer. Euroclear and Clearstream, Luxembourg provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems which enables their respective participants to settle trades with each other. Euroclear and Clearstream, Luxembourg participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream, Luxembourg is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream, Luxembourg participant, either directly or indirectly.

A participant's overall contractual relations with either Euroclear or Clearstream, Luxembourg are governed by the respective rules and operating procedures of Euroclear or Clearstream, Luxembourg and any applicable laws. Both Euroclear and Clearstream, Luxembourg act under those rules and operating procedures only on behalf of their respective participants, and have no record of, or relationship with, persons holding any interest through their respective participants. Distributions of principal with respect to book-entry interests in the Notes held through Euroclear and Clearstream, Luxembourg will be credited, to the extent received by the Fiscal and Paying Agent, to the cash accounts of Euroclear or Clearstream, Luxembourg participants in accordance with the relevant system's rules and procedures.

**The Central Depository (Pte) Limited (CDP)**

In respect of Notes which are accepted for clearance by CDP in Singapore (subject to the agreement of CDP and any restrictions or conditions as specified in the relevant Conditions Supplement), clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (the **Depository System**) maintained by CDP. CDP, a wholly-owned subsidiary of the SGX-ST, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

*Clearance and Settlement under the Depository System*

In respect of Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a global note for persons holding such Notes in securities accounts with CDP (the **Depositors**). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors. 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 Notes through the Depository System may only be effected through certain corporate depositors approved by CDP under the Companies Act, Chapter 50 of Singapore (**Depository Agents**), to maintain securities sub-accounts and to hold 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 Notes in direct securities accounts with CDP, and who wish to trade Notes through the Depository System, must transfer such Notes to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

*General*

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 interests in the Notes in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Fiscal and Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

***Investors should note that they are required to bear all the fees and charges for custodial, transfer, clearing and other services charged by the relevant Clearing System, a custody provider and/or a Distributor (where applicable) for the holding, transfer or redemption of Notes. Investors should contact the relevant Distributor or other custody provider (where applicable) for further details of these fees and charges.***

**Selling Notes through a Clearing System: Trading between Euroclear and/or Clearstream, Luxembourg participants or CDP**

Secondary market sales of book-entry interests in the Global Notes will be conducted in accordance with the normal rules and operating procedures of Euroclear, Clearstream, Luxembourg or CDP, as the case may be. None of Euroclear, Clearstream, Luxembourg or CDP is under any obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Arranger or any Distributor will have any responsibility for the performance by Euroclear, Clearstream, Luxembourg, CDP or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

**Custody**

Global Notes cleared through a Clearing System will be deposited with either (a) a common depositary or any other depositary on behalf of Euroclear and Clearstream, Luxembourg or (b) a Depository Agent for CDP (and, in the case of Registered Global Notes, registered in the name of such common depositary, other depositary or Depository Agent). Further, because settlement and clearance facilities will be provided by Euroclear, Clearstream, Luxembourg or CDP, investors must make arrangements for their Notes to be held in custody with an accountholder (or indirect accountholder) of Euroclear, Clearstream, Luxembourg or CDP, as the case may be. On issue, Notes may be subscribed by the Dealer(s) and sold and delivered by such Dealer(s) to the Distributor(s). In order to apply for Notes an investor must have, or open, a cash account and an investment account with DBS Bank Ltd. (where Notes are purchased directly from the Issuer) or a Distributor which will be an accountholder (or indirect accountholder) of Euroclear, Clearstream, Luxembourg or CDP. DBS Bank Ltd. and the Distributors (where appointed) will charge a fee for the opening and operation of the investment account. Most banks and securities dealers in Singapore maintain, or have access to, an account with Euroclear, Clearstream, Luxembourg or CDP through which Notes may be held or transferred following their issue.

Investment accounts and other custodian arrangements with respect to any Notes will be supplied by the Distributor(s) (or other custody provider) subject to their standard terms and conditions for the provision of such services. Neither the Issuer nor the Arranger accepts any responsibility for the provision of such services or for any consequences of, or arising from, the use by the investors of such investment account or custody services.

**Holding Notes other than through a Clearing System**

Please refer to the respective sections on “Form of the Notes – Registered Notes - Where Registered Notes are not cleared through a Clearing System”, “Form of the Notes – Transfer of Interests in Global Notes - Where Notes are not cleared through a Clearing System” and “Form of the Notes – General - Where Notes are not cleared through a Clearing System” in this Offering Circular for a description of the applicable arrangements that apply to the holding of Notes when they are not cleared through a Clearing System.

# TAXATION

## SINGAPORE TAXATION

*The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the Authority in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any Noteholder or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Prospective holders of the Notes are advised to consult their own tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposition of the Notes, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasized that none of the Issuer, the Arranger and any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.*

### 1. Interest and other payments

Subject to the following paragraphs, under section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

(A) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore); or (ii) deductible against any income accruing in or derived from Singapore; or

(B) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is withheld for such payments (other than those subject to the 15 per cent. final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17 per cent.. The applicable rate for non-resident individuals is currently 20 per cent.. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15 per cent. The rate of 15 per cent. may be reduced by applicable tax treaties.

Certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

(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 in Singapore.

**Withholding tax exemption on Section 12(6) payments by specified entities**

Pursuant to Section 45I of the ITA, payments of income which are deemed under Section 12(6) of the ITA to be derived from Singapore and which are made by a specified entity shall be exempt from withholding tax if such payments are liable to be made by such specified entity for the purpose of its trade or business under a debt security which is issued within the period from 17 February 2012 to 31 March 2021. 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.

**Qualifying Debt Securities Scheme**

In addition, as the Programme was arranged as a whole by DBS Bank Ltd., which was a Financial Sector Incentive (Bond Market) Company (as defined in the ITA) at such time, any tranche of the Notes (the **Relevant Notes**) which are debt securities issued under the Programme during the period from the date of this Offering Circular to 31 December 2018 would be, pursuant to the ITA and the MAS Circular, qualifying debt securities (**QDS**) for the purposes of the ITA, to which the following treatment shall apply:

(i) subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities for the Relevant Notes in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the Relevant Notes as the relevant authorities may require to the Authority and such other relevant authorities as may be prescribed, 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 qualifying debt securities shall not apply if the non-resident person acquires the Relevant Notes using the funds and profits of that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively, the **Qualifying Income**) from the Relevant Notes, derived by a Noteholder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore, or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from such person's operation of the Singapore permanent establishment, are exempt from Singapore tax;

(ii) subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities for the Relevant Notes in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the Relevant Notes as the relevant authorities may require to the Authority and such other relevant authorities as may be prescribed), Qualifying Income from the Relevant Notes derived by any company or a body of persons (as defined in the ITA) in Singapore is subject to income tax at a concessionary rate of 10 per cent. (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and

(iii) subject to:

(aa) the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Notes is not exempt from tax shall declare and include such income in a return of income made under the ITA; and

(bb) the furnishing of a return on debt securities for the Relevant Notes in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the Relevant Notes as the relevant authorities may

require to the Authority and such other relevant authorities as may be prescribed,

payments of Qualifying Income derived from the Relevant Notes are not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

(A) if during the primary launch of any tranche of Relevant Notes, the Relevant Notes of such tranche are issued to fewer than four persons and 50 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Notes would not qualify as QDS; and

(B) even though a particular tranche of Relevant Notes are QDS, if, at any time during the tenure of such tranche of Relevant Notes, 50 per cent. or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Notes held by:

(i) any related party of the Issuer; or

(ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

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 "**break cost**", "**prepayment fee**" and "**redemption premium**" are defined in the ITA as follows:

"**break cost**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;

"**prepayment fee**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and

"**redemption premium**", in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to "break cost", "prepayment fee" and "redemption premium" in this Singapore tax disclosure have the same meaning as defined in the ITA.

Where interest, discount income, prepayment fee, redemption premium or 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 (as mentioned above) under the ITA shall not apply if such person acquires the Relevant Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Relevant Notes is not exempt from tax is required to declare and include such income in a return of income made under the ITA.

Under the Qualifying Debt Securities Plus Scheme (the **QDS Plus Scheme**), subject to certain conditions having been fulfilled (including the furnishing of a return on debt securities in respect of the QDS in the prescribed format within such period as the relevant authorities may specify and such other particulars in connection with the QDS as the relevant authorities may require to the Authority

and such other relevant authorities as may be prescribed), income tax exemption is granted on Qualifying Income derived by any investor from QDS (excluding Singapore Government Securities) which:

(a) are issued during the period from 16 February 2008 to 31 December 2018;

(b) have an original maturity of not less than 10 years;

(c) cannot be redeemed, called, exchanged or converted within 10 years from the date of their issue; and

(d) cannot be re-opened with a resulting tenure of less than 10 years to the original maturity date.

However, even if a particular tranche of the Relevant Notes are QDS which qualify under the QDS Plus Scheme, if, at any time during the tenure of such tranche of Relevant Notes which are outstanding at anytime during the life of their issue, 50 per cent. or more of such Relevant Notes is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income from such Relevant Notes derived by:

(i) any related party of the Issuer; or

(ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption under the QDS Plus Scheme as described above.

The MAS Circular states that, with effect from 28 June 2013, the QDS Plus Scheme will be refined to allow QDS with certain standard early termination clauses (as prescribed in the MAS Circular) to qualify for the QDS Plus Scheme at the point of issuance of such debt securities. The Authority has also clarified that if such debt securities are subsequently redeemed prematurely pursuant to such standard early termination clauses before the 10th year from the date of issuance of such debt securities, the tax exemption granted under the QDS Plus scheme to Qualifying Income accrued prior to such redemption will not be clawed back. Under such circumstances, the QDS Plus status of such debt securities will be revoked prospectively for such outstanding debt securities (if any), and holders thereof may still enjoy the tax benefits under the QDS Scheme if the QDS conditions continue to be met.

The Authority has stated that, notwithstanding the above, QDS with embedded options with economic value (such as call, put, conversion or exchange options which can be triggered at specified prices or dates and are built into the pricing of such debt securities at the onset) which can be exercised within ten years from the date of issuance of such debt securities will continue to be excluded from the QDS Plus Scheme from such date of issuance.

**2. Capital gains**

Any gains considered to be in the nature of capital made from the sale of the Notes will not be taxable in Singapore. However, any gains derived by any person from the sale of the Notes which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

Holders of the Notes who apply or who are required to apply FRS 39—*Financial Instruments: Recognition and Measurement* (**FRS 39**) for Singapore income tax purposes may be required to recognize gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 39. Please see the section below on “Adoption of FRS 39 treatment for Singapore income tax purposes”.

**3. Adoption of FRS 39 treatment for Singapore income tax purposes**

The Inland Revenue Authority of Singapore has issued a circular entitled "Income Tax Implications Arising from the Adoption of FRS 39—*Financial Instruments: Recognition and Measurement*" (the **FRS 39 Circular**). The ITA has since been amended to give legislative effect to the FRS 39 Circular.

The FRS 39 Circular generally applies, subject to certain "opt-out" provisions, to taxpayers who are required to comply with FRS 39 for financial reporting purposes.

Holders of the Notes who may be subject to the tax treatment under the FRS 39 Circular should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

**4. Estate duty**

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

**FOREIGN ACCOUNT TAX COMPLIANCE ACT**

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (**FATCA**) impose a new reporting regime and potentially a 30 per cent. withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a **foreign financial institution**, or **FFI** (as defined by FATCA)) that does not become a **Participating FFI** by entering into an agreement with the U.S. Internal Revenue Service (**IRS**) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a "United States Account" of the Issuer (a **Recalcitrant Holder**). The Issuer is classified as an FFI.

The new withholding regime is now in effect for payments from sources within the United States and will apply to **foreign passthru payments** (a term not yet defined) no earlier than 1 January 2017. This withholding would potentially apply to payments in respect of (i) any Notes characterised as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued after the **grandfathering date**, which is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, or which are materially modified after the grandfathering date and (ii) any Notes characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Notes are issued on or before the grandfathering date, and additional Notes of the same series are issued after that date, the additional Notes may not be treated as grandfathered, which may have negative consequences for the existing Notes, including a negative impact on market price.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an **IGA**). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a **Reporting FI** not subject to withholding under FATCA on any payments it receives. Further, an FFI in an IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being **FATCA Withholding**) from payments it makes. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and Singapore have entered into an agreement (the **US-Singapore IGA**) based largely on the Model 1 IGA. The Issuer expects to be treated as a Reporting FI pursuant to the US-Singapore IGA and does not anticipate being obliged to deduct any FATCA Withholding on payments it makes. There can be no assurance, however, that the Issuer will be treated as a Reporting FI, or that it would in the future not be required to deduct FATCA Withholding from payments it makes. Accordingly, the Issuer and financial institutions through which payments on the Notes are made may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Notes is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder.

Whilst the Notes are in global form and held within the Clearing Systems, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Notes by the Issuer, any paying

agent and the Clearing Systems, given that each of the entities in the payment chain between the Issuer and the participants in the Clearing Systems is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Notes. The documentation expressly contemplates the possibility that the Notes may go into definitive form and therefore that they may be taken out of the Clearing Systems. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive notes will only be printed in remote circumstances.

**FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.**

**U.S. HIRING INCENTIVES TO RESTORE EMPLOYMENT ACT**

The U.S. Hiring Incentives to Restore Employment Act introduced Section 871(m) of the U.S. Internal Revenue Code of 1986 which treats a "dividend equivalent" payment as a dividend from sources within the United States. Under Section 871(m), such payments generally would be subject to a 30 per cent. U.S. withholding tax that may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the IRS. A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) and (ii). Proposed U.S. Treasury regulations expand the scope of withholding under Section 871(m) beginning 1 January 2016.

While significant aspects of the application of Section 871(m) to the Notes are uncertain, if the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

**Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Notes.**

# SELLING RESTRICTIONS

*General*

No action has been or is currently intended to be taken in any jurisdiction by the Issuer, the Arranger, any Dealer or any Distributor that would permit a public offering of any Notes, or possession or distribution of this Offering Circular or any Issue Document or any part thereof, or any other offering or marketing materials relating to Notes, in any country or jurisdiction where action for that purpose is required other than as provided herein. Each of the Issuer, the Arranger, any Dealer and the Distributor(s) will not offer or sell any Notes and will not distribute this Offering Circular, any Issue Document or any part thereof or any other offering or marketing materials relating to Notes, except in accordance with all applicable laws and regulations in the relevant jurisdiction.

Each Dealer has represented and agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Circular, the applicable Issue Document or any other offering or marketing materials and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

The Issuer does not represent that Notes may at any time be lawfully sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche or Series of Notes, the relevant Dealer(s) will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer(s) shall agree and as shall be set out in the applicable Issue Document.

If a Market Agent is appointed in respect of an issue of Notes, the Market Agent will be required to comply with the relevant selling restrictions as set out in the applicable Issue Document.

*Singapore*

Each Dealer has acknowledged that this Offering Circular has not been registered as a prospectus with the Authority. Accordingly, each Dealer has represented 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 the Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor under Section 274 of the SFA, (b) to a relevant person pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 239(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

(1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(2) where no consideration is or will be given for the transfer;

(3) where the transfer is by operation of law;

(4) as specified in Section 276(7) of the SFA; or

(5) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

*Hong Kong*

Each Dealer has represented and agreed that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **Securities and Futures Ordinance**)) other than (a) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; 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 or which do not constitute an offer to the public within the meaning of that Ordinance; and

(ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

*Indonesia*

Each Dealer understands that no licence nor action has been or will be obtained and taken in Indonesia that would permit a public offering and/or sale of the Notes, or require a prospectus, offering and/or sale document to be filed with Bank Indonesia and/or Indonesian Capital Market and Financial Institution Supervisory Agency (Badan Pengawas Pasar Modal dan Lembaga Keuangan – **BAPEPAM-LK**) as well as the relevant authorities with respect to the offering and/or sale of the Notes and none of this Offering Circular, offering material or term sheet (the **Material**) has been or will be registered or filed under the securities law or with any securities regulatory authority of any jurisdiction. The Material has not been approved or disapproved by Bank Indonesia, BAPEPAM-LK, or its substitute or replacement entity, and neither Bank Indonesia nor BAPEPAM-LK has passed upon or endorsed the merits of this Material or the accuracy or the adequacy of this Material. The securities herewith will be subject to restrictions and obligations on transfer as set forth in this Material, and by receiving this Material each Dealer agrees to comply fully with such restrictions and obligations. Investors should make their own investigations into the relevant terms in the Material and, in deciding whether to purchase the securities, the investors should form their own views of the merits of such investment based upon such investigation and not in reliance solely upon any information given in this Material.

Each investor acknowledges that the Material is intended for use by the investor only and each investor agrees not to forward the Material, in whole or in part, on to any other person and including, in the case of an investor which is a company, any persons internal or external to such investor.

The Material may not be forwarded or distributed, in whole or in part, to any other person and may not be reproduced in any manner whatsoever. Any forwarding, distribution or reproduction of this documents in whole or in part is unauthorised. Failure to comply with this restriction may result in violation of the capital market law or the applicable laws of the Republic of Indonesia.

*Japan*

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the **Financial Instruments and Exchange Act**) and each of the Arranger and the Dealer has represented and agreed 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.

*Korea*

The Notes have not been and will not be registered with the Financial Services Commission of Korea for public offerings in Korea under the Financial Investment Services and Capital Markets Act (the **FSCMA**). The Notes may not be offered, sold or delivered, directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the Regulation on Securities Issuance and Disclosure issued by the Financial Services Commission under the FSCMA, provisions in the Foreign Exchange Transactions Law of Korea (the **FETL**) and the decrees and regulations thereunder and (in the case of certain derivatives linked notes as defined in the FSCMA) sub-paragraph 5-2, Paragraph 4, Article 7 of the Enforcement Decree of the FSCMA requiring, among others, sales through a broker or dealer licensed in Korea to professional investors (as defined therein) only. Furthermore, the Notes may not be resold to Korean residents unless the purchaser of the Notes complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL and its subordinate decrees and regulations) in connection with the purchase of the Notes.

*The Netherlands*

Each Dealer has represented and agreed that it will not make an offer of the Notes in the Netherlands unless such offer is made exclusively to qualified investors (*gekwalificeerde beleggers*) as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

*Philippines*

Under the Securities Regulation Code of the Philippines (the **SRC**), securities may not be sold or offered for sale or distribution within the Philippines without a registration statement duly filed with and approved by the Philippine Securities and Exchange Commission (the **PSEC**). The registration requirement does not apply, however, to sales of, and offers to sell or distribute, within the Philippines, (a) "exempt securities" under Section 9 of the SRC, and (b) securities sold in "exempt transactions" under Section 10 of the SRC. The Notes are not "exempt securities" and have not been registered with the PSEC pursuant to the SRC and, therefore, may only be sold in the Philippines in any of the following "exempt transactions:" (a) sales to persons who are "Qualified Buyers" pursuant to Subsection 10.1(l) of the SRC, and (b) sales to not more than 19 persons who are not "Qualified Buyers" during any 12-month period pursuant to Subsection 10.1(k) of the SRC.

*Taiwan*

Each Dealer represents and warrants that the Notes have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan, the Republic of China (**Taiwan**) and/or other regulatory authority pursuant to relevant securities laws and regulations and may not be offered or sold in Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan or relevant laws and regulations that requires a registration, filing or approval of the Financial Supervisory Commission and/or other regulatory authority of Taiwan. No person or entity in Taiwan has been authorised to offer or sell the Notes in Taiwan through a public offering or in circumstances where it constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan.

*Thailand*

The offer of the Notes has not been approved by the Office of the Securities and Exchange Commission of Thailand pursuant to the relevant securities laws and regulations of Thailand. Accordingly, the Notes may not be offered or sold in Thailand nor may the Notes be made the subject of an invitation for subscription or purchase in Thailand, whether directly or indirectly, other than pursuant to and in accordance with the securities laws and regulations of Thailand. Each Dealer has represented and agreed that no invitation to subscribe for the Notes has been made or will be made in Thailand. The Notes has not been offered or sold and will not be offered or sold, directly or indirectly, within Thailand to any person. This Offering Circular and any other documents or material in connection with the offer or sale of the Notes to the investor has not been circulated or distributed and will not be circulated or distributed.

*People's Republic of China (**PRC** )*

The Notes may only be offered or sold to PRC investors that are authorised to buy the Notes in the offshore market that are denominated in a foreign currency. Potential investors resident in the PRC are responsible for obtaining all relevant approvals from the PRC government authorities, including but not limited to the State Administration of Foreign Exchange of the PRC, and compliance with all applicable laws and regulations, including but not limited to those of the PRC, before purchasing the Notes.

*Switzerland*

Notes qualifying as structured products according to article 5 of the Swiss Collective Investment Schemes Act (**CISA**) may be distributed to non-qualified investors (*nicht-qualifizierte Anlegerinnen und Anleger*) in or from Switzerland either (i) by means of a listing of the Notes on the SIX Swiss Exchange Ltd. or (ii) by means of making available a simplified prospectus relating to the Notes pursuant to article 5 of the CISA.

If neither of these requirements is met, then the Notes may only be distributed in or from Switzerland to qualified investors (*qualifizierte Anlegerinnen und Anleger*) as defined in article 10 of the CISA and its implementing ordinance (**Qualified Investors**). In such case, neither this Offering Circular nor any other documents aimed at marketing specific Notes, in particular without limitation the applicable Issue Document, shall be despatched, copied to or otherwise made available to, and the Notes may not be offered for sale or advertised to any person in Switzerland, except to Qualified Investors, i.e. to (a) regulated financial intermediaries such as banks, securities traders, fund management companies and asset managers of collective investment schemes, as well as central banks, (b) regulated insurance institutions, (c) public entities and retirement benefits institutions with professional treasury operations, (d) companies with professional treasury operations, (e) High-Net-Worth Individuals (as defined below) who confirmed in writing that they wish to be deemed Qualified Investors and (f) investors who have concluded a written discretionary management agreement pursuant to article 3 para 2 lit b and c of the CISA, if they have not declared in writing that they do not wish to be deemed Qualified Investors.

**High-Net-Worth Individual** (*vermögende Privatperson*) is a private individual who (i) provides evidence that based on his/her education and his/her professional experience or based on comparable experience in the financial sector he/she has the necessary know-how to understand the risks connected with an investment in the Notes and who owns, directly or indirectly, financial assets of at least CHF 500,000, or (ii) who confirms in writing that he/she owns, directly or indirectly, financial assets of at least CHF 5 million.

*United Kingdom*

Any offeror of Notes will be required to represent and agree that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 (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 Issuer was not an authorised person, apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA and the Financial Conduct Authority Handbook with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

*Additional Selling Restrictions - Each Member State of the European Economic Area which has implemented the Prospectus Directive of the European Union*

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the relevant Conditions Supplement in relation thereto may not be made to the public in that Relevant Member State except that, with effect from and including the Relevant Implementation Date, offer of such Notes may be made to the public in that Relevant Member State:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(b) to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State.

This Offering Circular has been prepared on the basis that any offer of Notes in any Relevant Member State will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Notes. Accordingly, any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of a placement contemplated in this Offering Circular as completed by the relevant Conditions Supplement in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Directive in relation to such offer. The Issuer has not authorised, nor does it authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer to publish a prospectus for such offer.

# USE OF PROCEEDS

The proceeds from each issue of Notes will be used for the general corporate purposes of the Issuer unless indicated otherwise in the applicable Issue Document.

# INFORMATION RELATING TO US

***Overview of the DBS Group and DBS Bank***

The DBS Group (as defined in the "Glossary" below) is the largest banking group in Southeast Asia by total assets and is engaged in a range of commercial banking and financial services, principally in Asia. As at March 31, 2015, the DBS Group had S$457 billion in total assets, S$281 billion in customer loans and advances, S$324 billion in customer deposits and S$39 billion in total shareholders' funds.

The DBS Group is headquartered and listed in Singapore and has a growing presence in the three key Asian axes of growth: Greater China, South Asia and Southeast Asia. In Singapore, the DBS Group has leading positions in consumer banking, wealth management, institutional banking, treasury and capital markets. As at, and for three months ended, March 31, 2015, Singapore accounted for 65 per cent. and 62 per cent. of the DBS Group's assets (excluding goodwill and intangibles) and total income (excluding one-time items).

The DBS Group's Greater China presence is anchored in Hong Kong and also encompasses China and Taiwan, where it operates locally-incorporated subsidiaries. The DBS Group also operates a locally-incorporated subsidiary in Indonesia and has 12 branches in India. Its diversification in the Asia Pacific region has resulted in a more balanced geographical distribution of its assets and total operating income.

Substantially all of the assets, liabilities and income of the DBS Group are derived from the DBS Bank Group (as defined in the "Glossary" below). As at March 31, 2015, DBS Bank Group accounted for nearly 100 per cent. of the DBS Group's consolidated total assets and net profit. DBSH has a long-term issuer rating of AA- from Fitch and a long-term issuer rating of Aa2 from Moody's. DBSH's credit ratings by Fitch and Moody's have a stable outlook. DBS Bank is one of the highest rated commercial banks in Asia with a long-term issuer rating of AA- from Fitch, a long-term issuer rating of Aa1 from Moody's and a long-term counterparty credit rating of AA- from Standard & Poor's. DBS Bank's credit ratings by Fitch, Moody's and Standard & Poor's have a stable outlook.

DBS Bank was incorporated in July 1968 by the Singapore Government as a financial institution to support Singapore's economic development and industrialization. In June 1969, DBS Bank began commercial banking operations. In September 1999, DBS Bank was restructured to become a wholly-owned subsidiary of DBSH, which is listed on the SGX-ST. DBS Bank's parent company, DBSH, is one of the largest listed companies in Singapore, with a market capitalization of approximately S$52.6 billion based on the closing price per ordinary share on the Main Board of the SGX-ST, as at April 30, 2015. On July 21, 2003, DBS Bank changed its legal name from The Development Bank of Singapore Limited to DBS Bank Ltd.

***Strategy***

The DBS Group is an Asian bank with a focus on intermediating trade and investment flows between Asia's three key axes of growth – Greater China, South Asia and Southeast Asia. Its key markets are Singapore, Hong Kong, China, Taiwan, India and Indonesia. In Singapore, it is a universal bank serving all customer segments. In other markets, it has focused on banking large corporates, SMEs, institutional investors and affluent individuals, and intends to leverage digital technologies to reach out to individual customers in the future.

To this end, the DBS Group developed a roadmap comprising of nine strategic priorities in 2010 as follows:

The DBS Group's nine strategic priorities include the following:

| | | |
|---|---|---|
| Geographies | 1. | Entrench leadership in Singapore |
| | 2. | Continue to expand the Hong Kong franchise |
| | 3. | Rebalance geographic mix of business |
| Regional Businesses | 1. | Build a leading SME business |
| | 2. | Strengthen wealth proposition |
| | 3. | Build out transaction banking and treasury customer businesses |
| Enablers | 1. | Place customers at the heart of the banking experience |
| | 2. | Focus on management process, people and culture |
| | 3. | Strengthen technology and infrastructure platform |

The priorities aim to build on the DBS Group's strong position in Singapore, expand the Hong Kong franchise and achieve greater geographical balance by building out the DBS Group's presence in Greater China and South and Southeast Asia. It also aims to develop regional business lines: transaction banking to capitalize on increasing regional trade flows and the rise of Asian MNCs and SMEs, as well as wealth management to better serve the rising number of affluent individuals. The DBS Group has also steered its treasury capabilities towards structuring and marketing products for corporate and individual customers to hedge risks and take advantage of market trends. It has improved its processes to achieve greater customer satisfaction and higher employee engagement as well as built more resilient technology infrastructure.

In addition to these priorities, the DBS Group has other areas of focus, including initiatives to build infrastructure to digitise the bank.

***Key businesses***

The DBS Group's key businesses units are Consumer Banking/Wealth Management, Institutional Banking and Treasury and Markets business units.

**Consumer Banking/Wealth Management (CBG)**
The DBS Group serves approximately 5.4 million retail customers in Singapore, Hong Kong, China, Taiwan, Indonesia and India. It offers a comprehensive range of financial products and services, including savings and current accounts, fixed deposits, payment services, credit and debit cards, home loans and auto finance, wealth management, investment and insurance products. For the three months ended March 31, 2015, CBG contributed 23 per cent. of the DBS Group's profit before tax (excluding one-time items).

CBG has built a differentiated wealth proposition across its six key markets with its Treasures platform, where dedicated relationship managers and specialists deliver personalized products and services to affluent customers. In Singapore and Hong Kong, the wealth offering reflects a greater segmentation of affluent customers with specific offerings such as Treasures, Treasures Private Clients and Private Bank. In Treasures Private Client and Private Bank, more personalized services and bespoke solutions are tailored to specific client needs.

In Singapore, the DBS Group holds leading positions in savings and deposits, investments and insurance distribution. As at December 31, 2014, it had over 4.6 million retail customers in the country and more than 50 per cent. share of the market in Singapore-dollar denominated savings accounts. It also had the country's largest retail distribution network with 94 branches and more than 1,500 self-service banking facilities such as ATMs, cash and check deposit machines as at March 31, 2015. DBS Bank has also entered into an agreement with Singapore Post Limited to provide basic banking services to DBS Bank's customers at its outlets. Additionally, DBS Bank has agreements with key retail stores, including 7-Eleven, Guardian and Sheng Shiong Supermarket, to enable DBS Bank's customers to make cash withdrawals at their stores island-wide for a more convenient banking experience. The DBS Group is one of the largest mortgage lenders for public and private housing in Singapore.

In Hong Kong, the DBS Group provides wealth management services to the affluent segments and is also a key player in retail deposits and unsecured loans. As at March 31, 2015 , it had 49 branches (including dedicated Treasures Centers, retail and consumer finance branches) and 67 ATMs in Hong Kong and served almost one million retail customers.

In China, Taiwan, India and Indonesia, the DBS Group's consumer banking operations are also focused on serving the affluent segments.

**eBusiness**
The DBS Group's internet platform, DBS iBanking, offers a wide range of online services in its key markets. In Singapore, DBS iBanking was used by over 2 million retail customers as at December 31, 2014. The DBS Group has also launched a mobile banking platform for customers in Singapore, Hong Kong, Taiwan, China, and India.

**Credit Cards**
As at December 31, 2014, the DBS Group had approximately 2.8 million credit cards in circulation in Singapore and Hong Kong. The DBS Group charges fees for the use of its credit cards, earns interest from customers and earns commissions from merchants for transactions processed. The DBS Group believes it is one of the market leaders in the credit card business for Singapore and Hong Kong.

**Consumer Lending**
The DBS Group offers housing loans, automobile loans and other consumer lending services. Other consumer lending products offered by the DBS Group include standby credit lines, personal loans, education loans and renovation loans. In Singapore, the DBS Group is one of the largest mortgage lenders for public and private housing.

**Investments, Insurance and Treasury Products**
The DBS Group offers a wide range of investment, insurance and treasury products, including structured deposits, unit trusts, insurance products, structured notes, treasury products such as bonds, currency linked investments, and equity linked notes. As at March 31, 2015, the DBS Group is a distributor of life insurance and general insurance products through its respective preferred partners Aviva and MSIG in Singapore and Hong Kong.

**Wealth Management**
The DBS Group believes that wealth is being created at a rapid pace in Asia and has made becoming a leading wealth manager in Asia a key strategic priority. Rated the "Safest Bank in Asia" by Global Finance for six consecutive years from 2009 to 2014, the DBS Group is recognized for its financial strength and stability. The DBS Group offers distinct wealth management platforms (i.e., Treasures, Treasures Private Clients and Private Bank) to cater to a full range of affluent clients with various wealth management needs. The segmentation of clients helps the DBS Group to target and manage customer relationships effectively.

**Institutional Banking (IBG)**
The DBS Group serves over 200,000, corporate and institutional and SME clients across Asia and provides a comprehensive range of products and services including syndicated finance, transaction services, treasury products, capital raising through debt and equity markets and strategic advisory. The DBS Group utilizes its regional network, product expertise and local market knowledge to connect corporate, institutional and SME clients with opportunities in Asia to help them expand across borders. For the three months ended March 31, 2015, IBG contributed 58 per cent. of the DBS Group's profit before tax (excluding one-time items).

**Lending to corporate, institutional and SME clients**
The DBS Group provides financing to corporate, institutional and SME clients. The DBS Group originates, arranges, underwrites and distributes loan and loan-related products for corporate and institutional clients across the region to support a diverse range of financing needs including leveraged finance, acquisition finance and project finance. The Syndicated Finance team has been ranked consistently by Thomson Reuters LPC among the top five arrangers in Asia (excluding Japan and Australia) for the past several years including 2014. The DBS Group also provides financing to SMEs across the region, in line with one of its strategic priorities. In Singapore, the DBS Group participates in government programs to extend loans to small newly-formed companies.

**Transaction Services**
The DBS Group provides cash management, trade finance services, securities services and fiduciary services, enabling its clients to create cash flow for their operations, reduce balance sheet and counter party risk, and realize operational efficiencies. These activities carry high returns on equity and provide a high degree of recurring income.

During 2014, the DBS Group received 76 awards that recognized its achievements in global transaction services, including four global awards namely, Best Transaction Bank for Supply Chain Financing and Securities Services both from The Banker 2014, Best Invoice Discount Management Award and Best Trade Finance System (IDEAL 3.0), both from Global Finance 2014.

**Capital Markets**
Through its Capital Markets unit, the DBS Group advises and enables its corporate clients across the region to raise equity funds through initial public offerings (**IPOs**), rights issues and share placements.

In Singapore, the DBS Group has been a leader in managing equity issuances over the past five years. For 2014, it lead-managed or joint-lead-managed equity offerings amounting to S$2.7 billion, representing over 33 per cent. of the total equity funds raised in public offerings in Singapore during the year.

**Strategic Advisory**
The DBS Group's Strategic Advisory unit supports key corporate clients by rendering advice on corporate strategy, corporate structure, capital structure design and shareholder value creation. In addition, the Strategic

Advisory unit is responsible for originating, structuring and executing merger and acquisition transactions, including leveraged buy-outs, demergers and divestitures. Strategic Advisory advises clients across Southeast Asia, North Asia and West Asia.

**Treasury and Markets (T&M)**
The DBS Group offers foreign exchange, money market and fixed income products, including derivative and structured products in foreign exchange, interest rates, equity, credit and commodities, as well as structured financing solutions. The DBS Group has a leading market share in Singapore dollar treasury products by volume and is an active market marker in regional currencies. As a primary dealer of Singapore Government Securities, the DBS Group is one of the largest participants in the Singapore Government Securities market and an active market maker in Singapore dollar swaps. The DBS Group is a specialist and a leading provider of Asian currency treasury products. In Hong Kong, it is an active market maker in Hong Kong dollar and offshore RMB derivatives. T&M works closely with CBG and IBG to structure and cross sell treasury products to corporate and individual customers. The DBS Group also helps customers raise funds through debt issuances.

**Fixed Income Group (FI Group)**
The DBS Group is a key player in the Asian debt capital markets. Its FI Group provides corporates, financial institutions, supranationals and sovereigns with customized solutions involving debt products, including straight and equity-linked debt capital, structured debt products, hybrid capital, ratings advisory services and liability management and debt advisory services.

The DBS Group is a market leader in the Singapore dollar-denominated bond market, and has consistently led the league tables in this market. In 2014, DBS Bank acted as bookrunner on 74 transactions, representing a 35 per cent. share of over S$23.5 billion in total market issuances. The DBS Group is also active in the offshore Renminbi, G3 straight investment grade, high yield bond and certificate of deposit markets. In 2014, DBS Bank acted as bookrunner on 77 offshore Renminbi bond issues, moving up to fourth in the Bloomberg league tables. The number of Asian G3 bond issues arranged by the DBS Group almost doubled in 2014, while that of Indonesian Rupiah bond issues increased eight-fold.

**Others**

**DBS Vickers Securities**
The DBS Group provides brokerage services for individual, corporate and institutional clients through DBS Vickers Securities, which has stockbroking licenses in Singapore, Hong Kong, Thailand and Indonesia, as well as sales offices in London and New York and a research representative office in Shanghai. Its research analysts based in Singapore, Hong Kong, China, Thailand, Indonesia and Malaysia cover approximately 500 listed companies in Asia.

***Regional Presence***

As at March 31, 2015, the DBS Group had more than 280 branches, sub-branches, loan centers and representative offices across Asia, including key markets in Singapore, Hong Kong, China, Taiwan, India and Indonesia. In addition, it has operations in other locations such as the Middle East and the UK. The DBS Group has fully-owned subsidiaries in Hong Kong, China and Taiwan and a 99 per cent. owned subsidiary in Indonesia. It also has a 50 per cent. stake in the Islamic Bank of Asia. In addition, it has affiliates in Malaysia and China through its 27.7 per cent. owned Hwang Capital (Malaysia) Berhad and 33 per cent. owned Changsheng Fund Management Company.

As at March 31, 2015, gross loans booked in overseas branches and subsidiaries accounted for approximately 35 per cent. of the DBS Group's total customer loans and advances. The DBS Group's main overseas operations are in Hong Kong, China, Taiwan, India and Indonesia.

**Hong Kong**
Hong Kong is the largest of the DBS Group's operations outside Singapore, accounting for approximately 21 per cent. immediately of the DBS Group's earnings for the three months ended March 31, 2015. The DBS Group had 49 branches and loan centers in Hong Kong as at March 31, 2015. A large part of the DBS Group's Hong Kong operations is conducted through DBS Bank (Hong Kong) Limited (**DBSHK**) a wholly-owned subsidiary of DBS Bank. DBSHK provides a wide range of banking services to corporates, SMEs and affluent individuals, including wealth management, investment banking, foreign exchange and treasury services, as well as internet banking and online services. DBS Bank also operates a branch in Hong Kong.

As at March 31, 2015, the DBS Group's Hong Kong operations had total assets (excluding goodwill and intangibles) of S$76.4 billion, gross customer loans and advances of S$56.8 billion, and customer deposits of S$59.2 billion. The DBS Group seeks to leverage its regional experience, marketing and product expertise to continue to introduce new products and expand Hong Kong's operation and reach.

**China**

The DBS Group was the first Singapore bank to incorporate a wholly-owned subsidiary in China, DBS Bank (China) Limited (**DBS China**). DBS China was incorporated in May 2007 and is headquartered in Shanghai.

The DBS Group had 32 branches and a representative office in China, of which 10 branches and 22 sub-branches of DBS China were in Beijing, Chongqing, Dongguan, Guangzhou, Hangzhou, Nanning, Shanghai, Shenzhen, Suzhou and Tianjin as at March 31, 2015. DBS China offers RMB and foreign currency banking products and services to large corporates, SMEs and affluent individuals.

As at March 31, 2015, DBS China had total assets of S$27.0 billion, gross customer loans and advances of S$12.4 billion and customer deposits of S$13.2 billion. The DBS Group also holds a 33 per cent. interest in Changsheng Fund Management Company, a sizable fund management company in China, through DBS Bank Ltd.

**Taiwan**

As at March 31, 2015, the DBS Group had 43 branches in Taiwan. A large part of the DBS Group's Taiwan operations are conducted through DBS Bank (Taiwan) Limited (**DBS Taiwan**), a wholly-owned subsidiary of DBS Bank. DBS Taiwan offers a wide range of banking products and services to large corporates, SMEs and affluent individuals. DBS Bank also operates a branch in Taiwan.

As at March 31, 2015, the DBS Group's Taiwan operations had total assets of S$19.7 billion, gross customer loans and advances of S$9.6 billion and customer deposits of S$11.0 billion.

**India**

As at March 31, 2015, the DBS Group had 12 branches across India in Bengaluru, Chennai, Cuddalore, Kolhapur, Kolkata, Moradabad, Mumbai, Nashik, New Delhi, Pune, Salem and Surat (collectively **DBS India**).

DBS India offers a comprehensive suite of banking products and services to corporate, SMEs and affluent individuals. As at March 31, 2015, DBS India had total assets of S$8.3 billion, gross customer loans and advances of S$4.1 billion and customer deposits of S$3.9 billion.

**Indonesia**

As at March 31, 2015, DBS Bank owned 99 per cent. of PT Bank DBS Indonesia (**DBS Indonesia**). DBS Indonesia offers a wide range of banking products and services to large corporates, SMEs and affluent individuals. As at March 31, 2015, DBS Indonesia was a leading foreign bank in trade finance and wealth management, with 40 branches, sub-branches and loan centers in 11 major cities in Indonesia.

As at March 31, 2015, DBS Indonesia had total assets of S$7.7 billion, gross customer loans and advances of S$4.4 billion and customer deposits of S$5.1 billion.

## OUR DIRECTORS

Brief biographical details of each Director as at 30 April 2015 are set out below.

**Peter Seah Lim Huat**
***Chairman***

Mr. Seah, 68, joined the Board of Directors of DBSH and DBS Bank on 16 November 2009 and assumed the role of Chairman on 1 May 2010. He is Chairman of the Compensation and Management Development Committee, Board Executive Committee and Nominating Committee, as well as a member of the Audit Committee and Board Risk Management Committee. In addition, he is Chairman of DBS Bank (Hong Kong) Limited and chairs its Board Risk Management Committee. He is also a member of the Audit Committee of DBS Bank (Hong Kong) Limited.

Mr. Seah is the present Chairman of Singapore Health Services Pte Ltd and LaSalle College of the Arts Limited. Mr. Seah was a banker for 33 years before retiring as Vice Chairman and Chief Executive Officer of the former Overseas Union Bank in 2001.

He also serves on the boards of StarHub Ltd, STATS ChipPAC Ltd, GIC Private Limited, Level 3 Communications Inc, Asia Mobile Holdings Pte Ltd, STT Communications Ltd, Fullerton Financial Holdings Pte Ltd, National Wages Council and International Monetary Conference.

**Piyush Gupta**
***Chief Executive Officer***

Mr. Gupta, 55, was appointed Chief Executive Officer and to the Board of Directors of DBSH and DBS Bank on 9 November 2009. He is a member of the Board Executive Committee. In addition, he is also Vice Chairman of DBS Bank (Hong Kong) Limited as well as member of its Board Risk Management Committee. He is also a Director of The Islamic Bank of Asia Limited.

Prior to joining DBS, Mr. Gupta was Citigroup's Chief Executive Officer for South East Asia, Australia and New Zealand.

Mr. Gupta's external appointments include serving as the Deputy Chairman of SPRING Singapore, as a member of the Group of Experts to the ASEAN Capital Markets Forum and on the boards of the Institute of International Finance, Washington, The Institute of Banking and Finance, Dr. Goh Keng Swee Scholarship Fund and the MasterCard Asia/Pacific, Middle East and Africa Regional Advisory Board. He is an advisory board member of Sim Kee Boon Institute for Financial Economics and a council member of The Association of Banks in Singapore. Mr. Gupta is also a Managing Council member of Indian Business-leaders' Roundtable (under SINDA).

**Bart Joseph Broadman**
***Director***

Dr. Broadman, 54, was appointed to the Board of Directors of DBSH and DBS Bank on 17 December 2008. He is a member of the Board Risk Management Committee and Compensation and Management Development Committee.

Dr. Broadman is a co-founder and Director of Alphadyne Asset Management based in Singapore. Prior to forming Alphadyne, Dr. Broadman spent 14 years in Asia working for J.P. Morgan, where he held the post of Vice Chairman of Asia and Head of Markets (Credit, Rates and Equities) in Asia.

Dr. Broadman is a Director of Alphadyne (UK) Holdings Limited and Alphadyne Asset Management Pte Ltd and is a managing member of Alphadyne Asset Management LLC and Alphadyne Capital, LLC. He is also a member of the Investment Committee of Nanyang Technological University.

**Euleen Goh Yiu Kiang**
***Director***

Ms. Goh, 60, was appointed to the Board of Directors of DBSH and DBS Bank on 1 December 2008. She chairs the Board Risk Management Committee and is a member of the Compensation and Management

Development Committee, Board Executive Committee and Nominating Committee.

Ms. Goh is currently the Chairperson of the Board of Directors of DBS Foundation Ltd, and is a Trustee of the Singapore Institute of International Affairs Endowment Fund. She is also a Director of CapitaLand Limited, SATS Ltd, Singapore Health Services Pte Ltd and the Royal Dutch Shell, plc. She was previously the Chairperson of the Accounting Standards Council. Ms. Goh was CEO of Standard Chartered Bank, Singapore from 2001 to March 2006. She held various senior management positions in Standard Chartered Bank, retiring in March 2006 after some 21 years.

**Ho Tian Yee**
***Director***

Mr. Ho, 62, was appointed to the Board of Directors of DBSH and DBS Bank on 29 April 2011. He is a member of the Board Risk Management Committee and Nominating Committee.

Mr. Ho has over 30 years' experience in managing and investing in global financial markets. As principal shareholder and Managing Director of Pacific Asset Management (S) Pte Ltd, he oversees the management of the company and assumes responsibilities for all investment decisions and risks.

Mr. Ho spent 19 years with Bankers Trust Company, Singapore where his last position was as General Manager and Regional Head of South East Asian operations. He was responsible for the Singapore branch operations and the strategic direction of the Bankers Trust global trading business in Asia.

Currently, Mr. Ho serves as a Director of AusNet Services. He also serves on the boards of Fullerton Fund Management Co. Ltd and Singapore Power Ltd, and is an investment advisor to Blue Edge Advisors Pte. Ltd..

**Nihal Vijaya Devadas Kaviratne CBE**
***Director***

Mr. Kaviratne, 71, was appointed to the Board of Directors of DBSH and DBS Bank on 29 April 2011. He is a member of the Audit Committee and Board Risk Management Committee. In addition, he is a Director of DBS Foundation Ltd. Mr. Kaviratne had a 40-year career with the Unilever Group during which he held various senior level management positions until his retirement in March 2005.

Mr. Kaviratne is currently Chairman of Akzo Nobel India Limited, President Commissioner of PT TVS Motor Company and serves on the board of GlaxoSmithKline Pharmaceuticals Ltd in India. He currently serves on the boards of SATS Ltd, StarHub Ltd, Olam International Limited, Caraway Pte. Ltd. and TVS Motor (Singapore) Pte Limited. He is also a member of the advisory board for South East Asia/Indonesia of Bain & Company SE Asia. Inc. and a member of the UK Government's Department for International Development Private Sector Portfolio Advisory Committee for India.

**Andre Sekulic**
***Director***

Mr. Sekulic, 64, was appointed to the Board of Directors of DBSH and DBS Bank on 26 April 2012. He is a member of the Audit Committee and Compensation and Management Development Committee.

Mr. Sekulic is a business leader with 35 years of experience in banking and financial services in Asia/Pacific, Africa, the Middle East and the United States. He started his career as General Manager at Citicorp Inc with regional responsibilities in Asia/Pacific, then as General Manager for Citibank in Australia where he participated in its consumer bank business.

From 1986 to 2009, Mr. Sekulic rose from Senior Vice President and General Manager of MasterCard Asia Pacific to President of MasterCard Asia Pacific, the Middle East and Africa, where he led the building of the brand across the region.

He is currently Chairman of comGateway (S) Pte Ltd, a global internet shopping platform. He also serves on the boards of Hussar Pty Ltd, Insourcing International Pty Ltd, Optal Limited (formerly known as PSP International (Europe) Limited), Queenstar Pty Ltd and Royal Motor Yacht Club Broken Bay (NSW Australia).

**Danny Teoh Leong Kay**
***Director***

Mr. Teoh, 59, was appointed to the Board of Directors of DBSH and DBS Bank on 1 October 2010. He is Chairman of the Audit Committee, as well as a member of the Board Risk Management Committee and Nominating Committee. In addition, Mr. Teoh is a Director of DBS Bank (China) Limited and also chairs its Audit Committee and is a member of its Connected Transaction Control Committee.

Mr. Teoh spent 27 years in KPMG LLP, Singapore and was the Managing Partner of the firm from 2005 until he retired in September 2010. Mr. Teoh is a Chartered Accountant and an associate member of the Institute of Chartered Accountants in England and Wales.

He currently serves on the boards of DBS Foundation Ltd, CapitaMall Trust Management Limited (the Manager of CapitaMall Trust), Changi Airport Group (Singapore) Pte Ltd, JTC Corporation and Keppel Corporation Limited.

**Woo Foong Pheng (Mrs. Ow Foong Pheng)**
***Director***

Mrs. Ow, 51, was appointed to the Board of Directors of DBSH and DBS Bank on 26 April 2012. She is a member of the Audit Committee and Nominating Committee.

Mrs. Ow is currently the Permanent Secretary of the Ministry of Trade and Industry and serves as a board member of Mapletree Greater China Commercial Trust Management Ltd (the Manager of Mapletree Greater China Commercial Trust). She started her career in the Administrative Service in the Ministry of Education and subsequently served in several ministries, including National Development, Finance and Defence. In 2001, Mrs. Ow became Deputy Secretary, Ministry of Home Affairs and in 2004, she became Deputy Secretary, Ministry of Manpower. Mrs. Ow was appointed Chief Executive Officer, Jurong Town Corporation in 2006.

# GENERAL AND STATUTORY INFORMATION

1. The Issuer has obtained all necessary consents, approvals and authorisations in Singapore in connection with the establishment of the Programme. The establishment of the Programme has been approved by the Board of Directors of the Issuer. The Issuer has obtained or will obtain all necessary consents, approvals and authorisations in connection with the issue and performance of any Notes issued by it.

2. There has been no material adverse change in the financial position of the Issuer and its subsidiaries since 31 March 2015.

3. The Issuer is not, and has not been, involved in any litigation or arbitration proceedings that may have, or have had during the 12 months preceding the date of this document, a significant effect on the financial position of the Issuer, and neither is the Issuer aware of any such litigation or arbitration pending or threatened against it.

4. This Offering Circular indicates where a copy of the audited consolidated financial information of DBSH, which is the ultimate holding company of the group to which the Issuer belongs, may be obtained.

   DBSH's most recently published financial information may be viewed from www.dbs.com.

   Please refer to the section on "References to Websites" in this Offering Circular for a disclaimer relating to the usage of information contained in the websites referred to above.

5. The Issuer files its audited financial statements, which is required under the Companies Act, Chapter 50 of Singapore, with the Accounting and Corporate Regulatory Authority, Singapore each year.

6. Each Bearer Note having a maturity of more than one year, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

7. The applicable Issue Document will indicate if Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg or CDP, as the case may be. The Common Code and the International Securities Identification Number (**ISIN**) and common code or, where applicable, the identification number for any other relevant Clearing System for each Series of Notes (or details of how to obtain such information) will be set out in the applicable Issue Document.

8. For so long as any Notes remain outstanding, the following documents will be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the specified office of the Issuer in Singapore:

   (a) the Agency Agreement (as well as any supplements thereto or any amended and restated Agency Agreement), which includes the forms of the Global Notes, the definitive Notes and in the case of Bearer Notes, the Coupons, the Receipts and the Talons;

   (b) the Memorandum and Articles of Association of the Issuer;

   (c) the Deed of Covenant (as well as any supplements thereto or any amended and restated Deed of Covenant);

   (d) a copy of this Offering Circular (as well as any supplemental or replacement Offering Circular issued since the date of this Offering Circular);

   (e) for each Series of Notes, copies of any Issue Document and any supplements thereto in respect of any Tranche (save that each Issue Document relating to a Note which is not listed on a stock exchange will only be available for inspection by a holder of such Note and such holder must provide evidence satisfactory to the Issuer as to its holding and its identity);

(f) the latest annual audited financial statements (including the notes thereto) of the Issuer and DBSH and any more recently published interim and quarterly financial statements of DBSH; and

(g) such other documents as may be indicated in any supplemental or replacement Offering Circular and/or Issue Document, where applicable.

The applicable Issue Document in respect of any issue of Notes will provide details of any such supplemental or replacement Offering Circular issued after the date of this Offering Circular.

Requests for photocopies of any of the above documents will be subject to such charges as may be imposed by the Issuer.

9. The Issuer has not appointed any trustee or other representative to act on behalf, or in the interests, of the Noteholders.

10. The Notes will not have the benefit of any credit enhancement.

# GLOSSARY

For the purpose of this Offering Circular and the applicable Issue Document, the following definitions apply, where the context so admits:

| *Term* | *Meaning* |
|---|---|
| **Agency Agreement** | The Amended and Restated Agency Agreement dated 17 June 2015, (as amended and/or supplemented and/or restated from time to time) between the Issuer, DBS Bank Ltd. as fiscal and paying agent, as registrar, as transfer agent and also as calculation agent. |
| **Agent** | The Fiscal and Paying Agent, the other Paying Agents, the Registrar, the Transfer Agent or the Calculation Agent (together, the **Agents** and each, an **Agent**). |
| **Arranger** | DBS Bank Ltd., acting in its capacity as the arranger. |
| **Authority** | The Monetary Authority of Singapore. |
| **Bearer Global Note** | Bearer Notes issued in the form of a bearer global note. |
| **Bearer Notes** | Notes issued in bearer form. |
| **CDP** | The Central Depository (Pte) Limited. |
| **Calculation Agent** | DBS Bank Ltd., or such other successor calculation agent as specified in the applicable Issue Document. |
| **Class** | A class of Notes, consisting of a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single Class and (ii) identical to each other in all respects. |
| **Clearing System** | Euroclear, Clearstream, Luxembourg, CDP or any other entity selected by the Issuer to act as a clearing system in relation to an issue of Notes (together, the **Clearing Systems** and each, a **Clearing System**). |
| **Clearstream, Luxembourg** | Clearstream Banking, *société anonyme*. |
| **Conditions Supplement** | The pricing supplement containing terms and conditions applicable to each Tranche of Notes and such other information as may be required and/or permitted under the applicable laws and regulations at the time of issue. |
| **DBS Bank Group** | DBS Bank and its consolidated subsidiaries. |
| **DBS Group** | DBSH and its consolidated subsidiaries. |
| **DBSH** | DBS Group Holdings Ltd. |
| **Deed of Covenant** | The Amended and Restated Deed of Covenant dated 17 June 2015, (as amended and/or supplemented and/or restated from time to time) executed by the Issuer in relation to the Notes. |
| **Definitive Bearer Notes** | Notes issued in definitive bearer form. |
| **Depositors** | Persons being Depository Agents or holders of direct securities accounts with CDP but do not include a holder of an account maintained with a Depository Agent. |
| **Depository Agents** | Entities approved by CDP under the Companies Act, Chapter 50 of Singapore for the purpose of maintaining securities sub-accounts for their own accounts and the account of others. |
| **Depository System** | An electronic book-entry clearance and settlement system for the trading of debt securities. |

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|---|---|
| **Distribution Agreement** | A distribution agreement, if any, entered into between the Issuer and a distributor in relation to the distribution of a Tranche of Notes by such distributor, in the form to be agreed in writing between the relevant parties. |
| **Distributor** | A distributor of Notes appointed by the Issuer on its own or, together with any other Dealer(s) and any Market Agent pursuant to a Distribution Agreement. |
| **Euroclear** | Euroclear Bank S.A./N.V. |
| **Exchange Date** | 40 days after a Temporary Global Note is issued. |
| **Exchange Event** | The various events and circumstances described in the sections on "Form of the Notes – Bearer Notes" and "Form of the Notes – Registered Notes" in this Offering Circular, pursuant to which Notes in global form may be exchanged for Notes in definitive form. |
| **Fiscal and Paying Agent** | DBS Bank Ltd., or such other successor fiscal and paying agent as specified in the applicable Issue Document. |
| **Fitch** | Fitch, Inc. |
| **Issue Document** | The Issue Document in relation to any Note which shall comprise the Conditions Supplement. |
| **Issuer** | DBS Bank Ltd., acting in its capacity as the issuer of Notes. |
| **ISIN** | The International Securities Identification Number. |
| **ITA** | Income Tax Act, Chapter 134 of Singapore. |
| **Market Agent** | DBS Bank Ltd. or any other person who effects buy back arrangements in connection with an issue of Notes. |
| **Moody's** | Moody's Investors Service Limited. |
| **Notes** | Structured notes, as described in the section on "Summary of the Programme" in this Offering Circular, which are issued or to be issued by the Issuer under the Programme. |
| **Noteholders** | Holders of any Notes. Where Notes are represented by Global Notes, please refer to the section on "Terms and Conditions of the Notes" for a description of Noteholders. |
| **Offering Circular** | This Offering Circular, as updated and/or supplemented from time to time. |
| **Paying Agents** | The Fiscal and Paying Agent, together with any additional or successor paying agents as specified in the applicable Issue Document. |
| **Permanent Global Note** | Notes issued in the form of a permanent global note. |
| **Programme** | The U.S.$5,000,000,000 Structured Note Programme described in this Offering Circular. |
| **Programme Agreement** | The Amended and Restated Programme Agreement dated 17 June 2015, as amended and/or supplemented and/or restated from time to time), pursuant to which DBS Bank Ltd. has been appointed by the Issuer as the initial Dealer under the Programme. |
| **QDS Plus Scheme** | The Qualifying Debt Securities Plus Scheme in Singapore as defined in the section on "Risk Factors – Risks relating to Singapore Taxation" in this Offering Circular. |
| **Registered Global Note** | Registered Notes issued in the form of a registered global note. |
| **Registered Notes** | Notes issued in registered form. |

| | |
|---|---|
| **Registrar** | DBS Bank Ltd., or such other successor registrar as specified in the applicable Issue Document. |
| **Regulation S** | Regulation S of the Securities Act. |
| **RMB** | Renminbi, the lawful currency of the People's Republic of China. |
| **Securities Act** | United States Securities Act of 1933, as amended. |
| **Series** | A series of Notes, consisting of Notes of one or more (but a maximum of three) Classes. |
| **SFA** | Securities and Futures Act, Chapter 289 of Singapore. |
| **S$** | Singapore Dollar, the lawful currency of Singapore. |
| **SGX-ST** | The Singapore Exchange Securities Trading Limited. |
| **Standard & Poor's** | Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. |
| **Temporary Global Note** | Notes issued in the form of a temporary global note. |
| **Terms and Conditions** | The Terms and Conditions of the Notes as set out in full in the section on "Terms and Conditions of the Notes" in this Offering Circular. |
| **Tranche** | A tranche of Notes, which are identical to each other in all respects. |
| **Transfer Agent** | DBS Bank Ltd., or such other successor or additional transfer agents as specified in the applicable Issue Document. |
| **Underlying Assets** | Assets linked to the Notes and as described in the applicable Issue Document. Noteholders have no recourse to or interest in the Underlying Assets - please refer to the risk factor on "Risks relating to Notes – You have no rights to the Underlying Assets" in the section on "Risk Factors" in this Offering Circular. |
| **USD, U.S. dollar or U.S.$** | United States Dollar, the lawful currency of the United States of America. |

Terms defined in the Terms and Conditions shall have the same meanings in this Offering Circular and shall prevail in the event of any conflict with the terms defined in this Offering Circular.

Terms used in the section on "Summary of the Programme" in this Offering Circular shall bear the same meanings when used elsewhere in this Offering Circular.

The expressions "we", "us", "our" or other grammatical variations thereof, shall, unless otherwise stated, mean DBS Bank Ltd. acting in its capacity as the Issuer.

Words importing the singular shall, where applicable, include the plural and *vice versa* and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons include corporations.

Any reference to a time of days in this Offering Circular and the applicable Issue Document will be a reference to Singapore time, unless otherwise stated.

# CORPORATE INFORMATION

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|---|---|
| **Board of Directors:** | Mr. Peter Seah Lim Huat<br>Mr. Piyush Gupta<br>Dr. Bart Joseph Broadman<br>Ms. Euleen Goh Yiu Kiang<br>Mr. Ho Tian Yee<br>Mr. Nihal Vijaya Devadas Kaviratne CBE<br>Mr. Andre Sekulic<br>Mr. Danny Teoh Leong Kay<br>Ms. Woo Foong Pheng (Mrs. Ow Foong Pheng) |
| **Company Secretary:** | Mr. Goh Peng Fong |
| **Registered Office:** | DBS Bank Ltd.<br>12 Marina Boulevard<br>Marina Bay Financial Centre Tower 3<br>Singapore 018982<br><br>Tel: (65) 6878 8888<br>Fax: (65) 6222 4478 |
| **Arranger:** | DBS Bank Ltd.<br>12 Marina Boulevard<br>Marina Bay Financial Centre Tower 3<br>Singapore 018982 |
| **Fiscal and Paying Agent, Calculation Agent, Transfer Agent and Registrar:** | DBS Bank Ltd.<br>10 Toh Guan Road, Level 4A<br>Jurong Gateway<br>Singapore 608838 |
| **Solicitors to the Issuer and in respect of the Programme (as at the update of the Programme):** | Allen & Gledhill LLP<br>One Marina Boulevard #28-00<br>Singapore 018989 |
| **Solicitors to the Arranger and in respect of the Programme (as at the update of the Programme):** | Allen & Overy<br>9th Floor, Three Exchange Square<br>Central<br>Hong Kong |