



THE STANDARD BANK OF SOUTH AFRICA LIMITED

*(Incorporated with limited liability on 13 March 1962 under registration number 1962/000738/06
in the Republic of South Africa)*

ZAR60,000,000,000 Structured Note Programme

On 30 November 2001 The Standard Bank of South Africa Limited (the "**Issuer**") established a ZAR10,000,000,000 Credit Linked Note Programme (the "**CLN Programme**") pursuant to a programme memorandum dated 30 November 2001 (the "**CLN Programme Memorandum**"). With effect from 1 February 2012 the Issuer renamed the CLN Programme as the Structured Note Programme (the "**Programme**") and amended and restated the CLN Programme Memorandum. The Programme Memorandum was further amended and restated on 1 March 2015, 1 January 2017 and 10 January 2019 (the "**Previous Programme Memoranda**"). As at 26 January 2021 (the "**Programme Date**"), the aggregate nominal amount of the Programme is ZAR60,000,000,000 (the "**Programme Amount**"). This Programme Memorandum (the "Programme Memorandum") will apply to all Notes issued under the Programme on or after the Programme Date and will in respect of such Notes supersede and replace the all Previous Programme Memoranda in their entirety. Notes issued under the Programme on or after the Programme Date are subject to the provisions described herein. This Programme Memorandum does not affect any Notes issued before the Programme Date and the relevant Previous Programme Memoranda will continue to apply to such Notes, as applicable.

Capitalised terms used in this Programme Memorandum are defined in the section of this Programme Memorandum headed "Terms and Conditions of the Notes" (the "**Terms and Conditions**"), unless separately defined, and/or in relation to a Tranche of Notes, in the Applicable Pricing Supplement.

Under this Programme the Issuer may from time to time issue, without limitation, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Credit Linked Notes, Equity Linked Notes, Index Linked and/or FX Linked Notes and/or such combination of the foregoing Notes and/or such other type of Notes as may be determined by the Issuer and the relevant Dealer(s) and specified in the Applicable Pricing Supplement. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

This Programme Memorandum has been registered with the JSE. A Tranche of Notes may be listed on the JSE or on such other or additional Financial Exchange(s) as may be selected by the Issuer and the relevant Dealer (as defined below), subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme. Unlisted Notes are not regulated by the JSE. The Applicable Pricing Supplement relating to a Tranche of Notes which is to be listed on the JSE will specify the relevant platform or sub-market of the JSE on which such Tranche of Notes is to be listed and will be delivered to the JSE and the Central Depository, before the Issue Date. A Tranche of Notes listed on the JSE may be traded by or through members of the JSE from the date specified in the Applicable Pricing Supplement, in accordance with the Applicable Procedures. The settlement of trades on the JSE will take place in accordance with the electronic settlement procedures of the JSE and the Central Depository for all trades done through the JSE. The placement of a Tranche of unlisted Notes may (at the sole discretion of the Issuer) be reported through the JSE reporting system, in which event the settlement of trades in such Notes will take place in accordance with the electronic settlement procedures of the JSE and the Central Depository. The settlement and redemption procedures for a Tranche of Notes listed on any Financial Exchange (other than or in addition to the JSE) will be specified in the Applicable Pricing Supplement.

As at the **Programme Date**, the Notes to be issued under this Programme are not rated by any rating agency. From time to time the Notes issued under this Programme may be individually rated. The rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, as well as the rating agency(ies) which assigned such rating(s), will be specified in the Applicable Pricing Supplement and made available on the Issuer's website at <https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/>. Any change in the rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, will be announced on SENS in accordance with the debt listings requirements of the JSE. The Issuer may issue Notes in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplementary Programme Memorandum, if appropriate, will be made available, which will describe the effect of the agreement reached in relation to such Notes.

Arranger and Dealer
The Standard Bank of South Africa Limited

Programme Memorandum dated 26 January 2021

IMPORTANT NOTICES

Where any term is defined within the context of any particular clause or section in this Programme Memorandum, the term so defined, unless it is clear from the clause or section in question that the term so defined has limited application to the relevant clause or section, shall bear the meaning ascribed to it for all purposes in this Programme Memorandum, unless qualified by the terms and conditions of any particular Tranche of Notes as set out in the Applicable Pricing Supplement or unless the context otherwise requires. Expressions defined in this Programme Memorandum shall bear the same meanings in supplements to this Programme Memorandum which do not themselves contain their own definitions.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that this Programme Memorandum contains all information required by Applicable Laws and the Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in this Programme Memorandum, the annual financial statements, the Applicable Pricing Supplements and the annual reports and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of this Programme Memorandum, the annual financial statements, any Applicable Pricing Supplements, or the annual reports of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of this Programme Memorandum, the annual financial statements, any Applicable Pricing Supplements, or the annual reports of the Issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of the Programme Memorandum and listings of the Notes is not to be taken in any way as an indication of the merits of the Issuer or the Notes and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

The Issuer, having made all reasonable enquiries, confirms that this Programme Memorandum contains or incorporates by reference all information which is material in the context of the issue and the offering of Notes, that the information contained or incorporated by reference in this Programme Memorandum is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in this Programme Memorandum are honestly held and that there are no other facts the omission of which would make this Programme Memorandum or any such information or expression of any such opinions or intentions misleading in any material respect and that all proper enquiries have been made to verify the foregoing.

This Programme Memorandum is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see the section headed "*Documents Incorporated by Reference*"). This Programme Memorandum shall be read and construed on the basis that such documents are incorporated by reference into and form part of this Programme Memorandum.

None of the Arranger, the Dealers, the Debt Sponsor, the JSE nor any of their professional advisers has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any of the Arranger, the JSE or other professional advisers as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer. None of the Arranger, neither the JSE nor any of their professional advisers accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Programme Memorandum or any other information supplied in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger or any Dealer.

Neither this Programme Memorandum nor any other information supplied in connection with the Programme is intended to provide a basis for any credit or other evaluation, or should be considered as a recommendation by the Issuer that any recipient of this Programme Memorandum or any other information supplied in connection with the Programme, should purchase any Notes.

Each investor contemplating the purchase of any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the condition (financial or otherwise), of the Issuer. Neither this Programme Memorandum nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Notes.

The delivery of this Programme Memorandum does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other financial statements or other information supplied in connection with the Programme is correct as at any time subsequent to the date indicated in the document containing the same. Investors should review, among others, the most recent financial statements of the Issuer when deciding whether or not to purchase any Notes.

This Programme Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction.

The distribution of this Programme Memorandum and the offer or sale of Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Programme Memorandum or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Programme Memorandum and the offer or sale of Notes in the United States of America (also referred to in this Programme Memorandum as the "United States"), the United Kingdom, the Republic of South Africa (also referred to in this Programme Memorandum as "South Africa") and certain other jurisdictions (see the section headed "*Subscription and Sale*" in the document incorporated by reference entitled "*Risk Factor & Other Disclosures Schedule relating to The Standard Bank of South Africa Limited ZAR 60,000,000,000 Structured Note Programme*"). The Issuer does not represent that this Programme Memorandum may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available there under, nor does it assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which would permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any Applicable Law and regulations.

Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the Securities Act) and Bearer Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States of America or to U.S. persons (as defined in Regulation S under the Securities Act) except in accordance with Regulation S under the Securities Act.

All references in this document to **Rand, ZAR, South African Rand, R** and **cent** refer to the currency of South Africa.

In connection with the issue and distribution of any Tranche of Notes, the Issuer or a dealer disclosed as the approved stabilisation manager (if any) or any person acting for it (the Stabilisation Manager) in the Applicable Pricing Supplement may, subject to the terms and conditions for stabilisation contained in the Applicable Pricing Supplement and only if such stabilising is permitted by the Debt Listings Requirements and approved by the JSE, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the Stabilisation Manager or any of its agents to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period and is to be carried out in accordance with all Applicable Laws and regulations.

The price/yield, amount and allocation of Notes to be issued under this Programme will be determined by the Issuer at the time of issue, in accordance with the prevailing market conditions.

By its purchase of a Note, an investor in Equity Linked Notes linked to Shares of Share Companies incorporated in South Africa is deemed to represent to the Issuer that:

- (a) it is not doing so based on inside information as defined and contemplated in the Financial Markets Act, 19 of 2012, as amended, or any other legislation or regulations governing insider trading or any comparable legislation or regulation in any applicable jurisdiction;
- (b) it is not involved in any form of market manipulation or market abuse as defined and contemplated in the Financial Markets Act, 19 of 2012, as amended, or any other legislation or regulations governing market manipulation or market abuse or any comparable legislation or regulation in any applicable jurisdiction;
- (c) it is not in possession of information relating directly or indirectly to a Share and/or Share Company which has not been made public and which if it were made public would be likely either to be used by a reasonable investor to make investment decisions in respect of the relevant Share or to have a significant effect on the price of the relevant Shares; and
- (d) it has complied with all disclosure and reporting requirements involving the relevant Shares and the relevant Share Company, which may be relevant to the purchasing or selling of the Equity Linked Note in accordance with applicable legal and regulatory provisions or in accordance with any securities exchange regulation, including disclosure requirements imposed under market abuse rules or legal and regulatory provisions relating to the transparency of shareholding of Share Companies listed on the JSE.

FORWARD-LOOKING STATEMENTS

Certain statements in this Programme Memorandum, including the documents incorporated by reference herein, are forward-looking statements. These statements can be identified by the fact that they do not relate strictly to historical or current facts. Forward-looking statements often use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", or other words of similar meaning. Forward-looking statements provide the Issuer's current expectations or forecasts of future events, circumstances, results or aspirations. In addition, the Issuer's senior management may make forward-looking statements orally to analysts, investors, representatives of the media and others. All forward-looking statements are, by their nature, subject to risks and uncertainties, many of which are beyond the Issuer's control. The Issuer's actual future results may differ materially from those set forth in its forward-looking statements.

Any forward-looking statements made by or on behalf of the Issuer speak only as of the date they are made and the Issuer does not undertake to update forward-looking statements to reflect the impact of circumstances or events that arise after the date the forward-looking statements were made.

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DOCUMENTS INCORPORATED BY REFERENCE

Capitalised terms used in this section headed "Documents Incorporated by Reference" shall have the same meanings as defined in the Terms and Conditions, unless they are defined in this section or this is clearly inappropriate from the context.

The following documents shall be deemed to be incorporated in, and to form part of, this Programme Memorandum:

- (a) all amendments and supplements to this Programme Memorandum circulated by the Issuer from time to time in accordance with the amended and restated Programme Agreement dated 26 January 2021 between the Arranger (as defined therein) and the Issuer (the "**Programme Agreement**") which relates to the Programme;
- (b) the audited annual financial statements (together with the reports and notes thereto) of the Issuer for the three financial years ended 31 December 2017, 2018 and 2019 as well as the published audited annual financial statements (together with the reports and notes thereto) of the Issuer in respect of all financial years of the Issuer after the Programme Date, as and when same become available as well as any and all interim financial accounts, management accounts or other financial statements published by the Issuer from time to time;
- (c) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme on or after the Programme Date; and
- (d) a document entitled "*Risk Factor & Other Disclosures Schedule relating to The Standard Bank of South Africa Limited ZAR 60,000,000,000 Structured Note Programme*" (the "**Risk Factor & Other Disclosures Schedule**") which contains the following information:
 - (i) the risk factors that the Issuer believes are material for the purpose of assessing the market risks associated with the Notes;
 - (ii) South African Exchange Control;
 - (iii) South African Taxation;
 - (iv) Subscription and Sale;
 - (v) Settlement, Clearing and Transfer of Notes;
 - (vi) the Banking Sector in South Africa;
- (e) a document entitled "*Issuer Disclosure Schedule relating to The Standard Bank of South Africa Limited*" (the "**Issuer Disclosure Schedule**") which contains, *inter alia*, the following information:
 - (i) the description of the Issuer, including, but not limited to, its business, management, directors and corporate governance disclosure;
 - (ii) Issuer's directors as prescribed by paragraph 4.10(b) of the Debt Listings Requirements;
- (f) all information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum which is electronically submitted by the SENS service established

by the JSE, to SENS subscribers, if required and/or which is available on any electronic news service established or used or required by the JSE,

save that any statement contained herein or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Programme Memorandum to the extent that a statement contained in any such subsequent document which is deemed to be incorporated by reference herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuer will, in connection with the listing of Notes on the JSE or on such other or further Financial Exchange(s) as may be selected by the Issuer, for so long as the Programme Memorandum remains registered with the JSE, publish a new Programme Memorandum or a further supplement to the Programme Memorandum, and release an announcement on SENS, where:

- (a) there is a material change in the financial or trading position of the Issuer; or
- (b) an event has occurred which affects any matter contained in this Programme Memorandum, the disclosure of which would reasonably be required by Noteholders and/or potential investors in the Notes; or
- (c) any of the information contained in this Programme Memorandum becomes outdated in a material respect; or
- (d) this Programme Memorandum no longer contains all the materially correct information required by the Applicable Procedures,

provided that, in the circumstances set out in paragraphs (c) and (d) above, no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required in respect of the Issuer's annual financial statements if such annual financial statements are incorporated by reference into this Programme Memorandum and such annual financial statements are published, as required by the Companies Act and the JSE, and submitted to the JSE within the time period required by the Debt Listings Requirements.

Any such new Programme Memorandum or Programme Memorandum as supplemented shall be deemed to have been substituted for the previous Programme Memorandum from the date of issue of the new Programme Memorandum, or Programme Memorandum as supplemented, as the case may be.

Upon request the Issuer will provide, free of charge, a copy of any of the public documents deemed to be incorporated herein by reference for so long as the Programme Memorandum remains registered with the JSE, unless such documents have been modified or superseded. Requests for such documents should be directed to the Issuer at its Specified Office.

	Information incorporated by reference:	Accessible on the Issuer's website	Available for inspection at the registered office of the Issuer (as set out at the end of this Programme Memorandum)	Available on the JSE's website www.jse.co.za.
(a)	Programme Memorandum, any amendments and/or	Yes, available at: https://reporting.standar	Yes	Yes

	supplements to this Programme Memorandum.	dbank.com/debt-investors/debt-securities/debt-securities/		
(b)	All Applicable Pricing Supplements relating to Notes in issue under the Programme.	Yes, available at: https://reporting.standarbank.com/debt-investors/debt-securities/debt-securities/	Yes	Yes
(c)	Audited annual financial statements (together with the reports and notes thereto) and unaudited interim financial statements of the Issuer.	Yes, available at: https://reporting.standarbank.com/results-reports/annual-reports/	Yes	
(d)	Constitutional documents of the Issuer.	Yes, available at: https://reporting.standarbank.com/debt-investors/debt-securities/debt-securities/	Yes	
(e)	Implementation by the Issuer of the King Code through the application of the King Code disclosure and application regime.	Yes, available at: https://thevault.exchange/?get_group_doc=18/1587728120-SBG2019GovernanceandRemunerationReport.pdf		
(f)	All information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum	Yes, available at: https://reporting.standarbank.com/debt-investors/debt-securities/debt-securities/	Yes	Yes
(g)	Risk Factor & Other Disclosures Schedule	Yes, available at: https://reporting.standarbank.com/debt-investors/debt-securities/debt-securities/	Yes	Yes

(h)	Issuer Disclosure Schedule	Yes, available at: https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/	Yes	Yes
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Investors who have not previously reviewed the information contained in the above documents should do so in connection with their evaluation of any Notes. Any statement contained in a document, all or the relevant portion of which is incorporated by reference into this Programme Memorandum, shall be deemed to be modified or superseded for the purpose of this Programme Memorandum to the extent that a statement contained in this Programme Memorandum or in any supplement to this Programme Memorandum, including any documents incorporated therein by reference, modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

In relation to any Tranche of Notes listed on the Interest Rate Market of the JSE, copies of any notices to Noteholders, including of meetings and any amendments to the Terms and Conditions or amendments to the Credit Rating of a Tranche of Notes and/or to the Programme Memorandum, shall be published on SENS.

The Issuer will, for so long as the Programme Memorandum remains registered with the JSE, announce by electronically publishing such announcement on SENS, or any other similar service established by the JSE, when any information incorporated by reference is updated and where such updated information is available.

GENERAL DESCRIPTION OF THE PROGRAMME

Capitalised terms used in this section headed "General Description of the Programme" shall have the same meaning as defined in the Terms and Conditions, unless they are defined in this section or this is clearly inappropriate from the context.

Under the Programme, the Issuer may from time to time issue Notes denominated in the currency specified in the Applicable Pricing Supplement. The applicable terms of any Notes will be set out in the Terms and Conditions incorporated by reference into the Notes, as modified and supplemented by the Applicable Pricing Supplement relating to the Notes and any supplementary Programme Memorandum. A summary of the Programme and the Terms and Conditions appears in the section of this Programme Memorandum headed "*Summary of the Programme*".

As at the Programme Date, the Programme Amount is ZAR60,000,000,000 (or its equivalent in such other currency or currencies as Notes are issued). This Programme Memorandum will only apply to Notes issued under the Programme in an aggregate Nominal Amount Outstanding which does not exceed the Programme Amount, unless such amount is increased as set out below. For the purpose of calculating the aggregate Nominal Amount of Notes Outstanding issued under the Programme from time to time:

- (a) the ZAR equivalent of Notes denominated in another currency shall be determined at or about the time of the issue of such Notes on the basis of the spot rate at such time for the sale of such ZAR amount against the purchase of such currency or unit of account in the Johannesburg inter-bank foreign exchange markets, as quoted by the Issuer or by any leading bank selected by the Issuer;
- (b) the amount of Indexed Notes, Equity Linked Notes and Partly Paid Notes shall be calculated by reference to the original nominal amount of such Notes (and, in the case of Partly Paid Notes, regardless of the subscription price paid); and
- (c) the amount of Zero Coupon Notes and Other Notes issued at a discount or premium shall be calculated by reference to the Nominal Amount of the relevant issue.

The placement of a Tranche of unlisted Notes may (at the sole discretion of the Issuer) be reported through the JSE reporting system in which event the settlement of trades in such Notes will take place in accordance with the electronic settlement procedures of the JSE and the Central Depository.

From time to time, the Issuer may wish to increase the Programme Amount. Subject to the Applicable Procedures, the Programme Agreement and all Applicable Laws, the Issuer may, without the consent of Noteholders, increase the Programme Amount by delivering notice thereof to (i) the Debt Sponsor, (ii) Noteholders, (iii) the relevant Financial Exchange(s), (iv) the Transfer, Paying, Settlement and Calculation Agents, and (v) the Arranger in accordance with the Applicable Procedures. Upon such notices being given, all references in the Programme Memorandum or any other agreement, deed or document in relation to the Programme, to the Programme Amount, shall be, and shall be deemed to be, references to the increased Programme Amount.

To the extent that Notes may be listed on the JSE, the JSE's approval of the listing of any Notes is not to be taken in any way as an indication of the merits of the Issuer or the Notes and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Claims against the JSE Debt Guarantee Fund Trust and/or the JSE Guarantee Fund may only be made in respect of trading in Notes listed on the JSE and in accordance with the rules of the JSE Debt Guarantee Fund Trust and/or the JSE Guarantee Fund. Unlisted Notes are not regulated by the JSE.

Investing in the Notes involves certain risks (see the section headed “*Risk Factors*” in the Risk Factor & Other Disclosures Schedule incorporated by reference).

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is taken from, and is qualified by, the remainder of this Programme Memorandum and, in relation to the Terms and Conditions of any particular Tranche of Notes, the Applicable Pricing Supplement. Capitalised words used in this section headed "Summary of the Programme" shall have the same meanings as defined in the Terms and Conditions, unless they are defined in this section or this is clearly inappropriate from the context.

PARTIES

Arranger	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06).
Central Depository	Strate Proprietary Limited (Registration Number 1998/022242/07), a central securities depository licensed in terms of the Financial Markets Act or such additional or alternative depository as may be elected by the Issuer.
CSD Procedures	In relation to a Tranche of Registered Notes which is listed on the Interest Rate Market of the JSE (and/or held in the Central Depository), the rules and operating procedures for the time being of the Central Depository and Participants.
Dealers	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and any other Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an on-going basis, subject to the Issuer's right to terminate the appointment of any Dealer.
Issuer	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06).
JSE	JSE Limited (Registration Number 2005/022939/06), licensed as an exchange in terms of the Financial Markets Act.
Transfer Agent, Calculation Agent, Settlement Agent and Paying Agent	The Issuer, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Transfer Agent, Calculation Agent, Settlement Agent or Paying Agent (as the case may be), in which event that other entity shall act in such capacity in respect of that Tranche or Series of Notes.

GENERAL

JSE Debt Guarantee Fund Trust and/or the JSE Guarantee Fund	Claims against the JSE Debt Guarantee Fund Trust and/or the JSE Guarantee Fund may only be made in respect of the trading of Notes which are listed on the JSE (other than on the separate platform or sub-market of the JSE designated as the " <i>Interest Rates Market</i> ") and in accordance with the rules of the JSE Debt Guarantee Fund Trust and/or the JSE Guarantee Fund. The holders of Notes that are not listed on the JSE will have no recourse against the JSE or the JSE Debt Guarantee Fund Trust and/or the JSE Guarantee Fund. Unlisted Notes are not regulated by the JSE.
Blocked Rand	Blocked Rand may be used to subscribe for or purchase Notes, subject to

	South African Exchange Control Regulations (see the section headed " <i>South African Exchange Control</i> " in the Risk Factor & Other Disclosures Schedule incorporated by reference).
Denomination of Notes	Notes will be issued in such denominations as may be specified in the Applicable Pricing Supplement.
Description of the Programme	The Standard Bank of South Africa Limited ZAR60,000,000,000 Structured Note Programme.
Method of Transfer	The method of transfer is by registration for transfer of Notes to occur through the Register and by electronic book entry in the securities accounts in the Central Depository, as the case may be, for transfers of Beneficial Interests in the Notes, in all cases subject to the restrictions described in this Programme Memorandum. The Notes are freely transferable.
Form of Notes	Notes may be issued in the form of Registered Notes, Bearer Notes or Order Notes. Registered Notes may be issued in certificated or uncertificated form, as specified in the Applicable Pricing Supplement (see section of this Programme Memorandum headed " <i>Form of the Notes</i> " below). Bearer Notes and Order Notes will, if issued, be issued in certificated form.
Governing Law	The Programme Memorandum, the Terms and Conditions and the Notes will be governed by, and construed in accordance with the laws of South Africa.
Interest	A Tranche of Notes may be interest-bearing or non-interest bearing, as specified in the Applicable Pricing Supplement. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or be index linked, and the method of calculating interest may vary between the Issue Date and the Maturity Date, and, in the case of Credit Linked Notes, Interest may cease to accrue prior to the due date for redemption, all as specified in the Applicable Pricing Supplement.
Interest Period(s) or Interest Payment Date(s)	The Interest Rate(s), Interest Payment Date(s) and Interest Period(s) applicable to interest-bearing Notes will be specified in the Applicable Pricing Supplement.
Interim Amount(s)	A Tranche of Equity Linked Interim Amount Notes may pay interim amount(s) as specified in the Applicable Pricing Supplement.
Issue Price	Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at their Nominal Amount or at a discount to, or premium over, their Nominal Amount as specified in the Applicable Pricing Supplement.
Listing	This Programme is registered with the JSE. Notes issued under the Programme may be listed on the JSE, or on a successor exchange or such other or additional Financial Exchange(s) as may be selected by the Issuer in relation to such issue. Unlisted Notes may also be issued under the Programme. Unlisted Notes are not regulated by the JSE.
	The Applicable Pricing Supplement in respect of a Tranche of Notes will specify whether or not such Tranche of Notes will be listed, on which Financial Exchange they are to be listed (if applicable) and, if such Tranche of Notes is to be listed on the JSE, the relevant platform or sub-market of the

JSE on which such Tranche of Notes is to be listed.

Noteholder(s) The holders of the Registered Notes (as recorded in the Register) and/or Bearers of the Bearer Notes and/or the holders of Beneficial Interests therein and/or the Payees of the Order Notes.

Notes Notes may comprise:

Fixed Rate Notes: Fixed Rate Notes will bear interest at a fixed interest rate, as indicated in the Applicable Pricing Supplement;

Floating Rate Notes: Floating Rate Notes will bear interest at a floating rate, as indicated in the Applicable Pricing Supplement;

Zero Coupon Notes: Zero Coupon Notes will be offered and sold at a discount to their Nominal Amount or at par and will not bear interest other than in the case of late payment;

Indexed Notes: payments in respect of interest on Indexed Interest Notes or in respect of principal on Indexed Redemption Amount Notes will be calculated by reference to such index and/or formula as may be indicated in the Applicable Pricing Supplement with such Applicable Pricing Supplement complying with any additional requirements that may be specified by the JSE for such Notes;

Mixed Rate Notes: Mixed Rate Notes will bear interest over respective periods at the rates applicable for any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Indexed Notes or FX Linked Interest Notes, each as specified in the Applicable Pricing Supplement;

Instalment Notes: the Applicable Pricing Supplement in respect of each issue 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;

Partly Paid Notes: the Issue Price of Partly Paid Notes will be payable in two or more instalments as set out in the Applicable Pricing Supplement. Partly Paid Notes will not be listed on the JSE;

Exchangeable Notes: Notes which may be redeemed by the Issuer in cash or by the delivery of securities as specified in the Applicable Pricing Supplement;

Credit Linked Notes: Notes issued subject to the condition that, upon the occurrence of a Credit Event, the Issuer may, subject to certain conditions, redeem the Notes by payment of money (in an amount equal to the Cash Settlement Amount) or, if so provided, by the Delivery of Deliverable Obligations comprising the Entitlement, as provided in Credit Linked Condition 1 (*Redemption Following the Occurrence of a Credit Event*). The Cash Settlement Amount or the value of the Deliverable Obligations comprising the Entitlement may be less than the Nominal Amount of the Notes, or zero;

FX Linked Notes: payments of principal and/or interest in respect of FX Linked Notes will be calculated by reference to one or more foreign

exchange rates as set out in the Applicable Pricing Supplement. In certain circumstances FX Linked Notes may be redeemed by Delivery of, or at a redemption amount calculated by reference to the fair market value of, selected FX Deliverable Obligations as set out in the Applicable Pricing Supplement;

Equity Linked Notes: payments in respect of Equity Linked Notes will be calculated by reference to a single equity security (each a Share) or a basket of Shares. Equity Linked Notes may also provide for settlement by physical delivery of a specified number of Shares of one or more companies, subject to payment of any applicable amounts payable; and

Other Notes: terms applicable to Notes other than those specifically contemplated under this Programme Memorandum will be set out in the Applicable Pricing Supplement.

Participants	In the cases of Notes held in the Central Depository, the persons accepted by the Central Depository as participants in terms of the Financial Markets Act As at the Programme Date, the Participants are Citibank NA, South Africa branch, FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited, Standard Chartered Bank, Johannesburg branch, Société Générale, Johannesburg branch and the SARB.
Payment Currency	South African Rand or, subject to all Applicable Laws and, in the case of Notes listed on the JSE, the Debt Listings Requirements, such other currency as specified in the Applicable Pricing Supplement.
Programme Amount	The maximum aggregate Nominal Amount of all Notes Outstanding that may be issued under the Programme at any one point in time, being as at the Programme Date, ZAR60,000,000,000 (or its equivalent in other currencies) or such increased amount as is determined by the Issuer from time to time, subject to the Applicable Procedures, Applicable Laws and the Programme Agreement, as more fully set out in the section of this Programme Memorandum headed " <i>General Description of the Programme</i> ".
Redemption	<p><i>Scheduled Redemption:</i> A Tranche of Notes will, subject to the Terms and Conditions, be redeemed on the Maturity Date, as set out in Condition 7.1 (<i>Scheduled Redemption</i>).</p> <p><i>Early Redemption at the option of the Issuer (Call Option):</i> If the Call Option is specified as applicable in the Applicable Pricing Supplement, the Issuer may (having given not less than 15 (fifteen) and not more than 60 (sixty) days', or such other period as specified in the Applicable Pricing Supplement, notice to the Noteholders in accordance with Condition 16 (<i>Notices</i>)) redeem the Notes in whole, or if so specified in the Applicable Pricing Supplement, in part on the Optional Redemption Dates, in accordance with Condition 7.3 (<i>Early Redemption at the option of the Issuer (Call Option)</i>).</p> <p><i>Early Redemption at the option of Noteholders of Notes (Put Option):</i> If the Put Option is specified as applicable in the Applicable Pricing Supplement, the Noteholders of any such Tranche of Notes may, by delivering, amongst other things, a duly completed Put Notice in accordance with Condition 7.4 (<i>Early Redemption at the option of Noteholders (Put Option)</i>), require the Issuer to redeem such Tranche of Notes on the Optional Redemption Dates</p>

specified in the relevant Put Notice in the manner set out in, and in accordance with, Condition 7.4 (*Early Redemption at the option of Noteholders (Put Option)*).

Early Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law: If so specified in the Applicable Pricing Supplement, the Issuer may redeem any Tranche of Notes at any time prior to the Maturity Date following the occurrence of a Tax Event and/or an Increased Cost Event and/or Change in Law as set out in Condition 7.2 (*Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law*).

Early Redemption following an Event of Default: Upon the occurrence of an Event of Default and receipt by the Issuer of a written notice declaring Notes held by the relevant Noteholder to be forthwith due and payable in accordance with Condition 11 (*Events of Default*), such Notes shall become forthwith due and payable at the Early Redemption Amount in the manner set out in Condition 7.7 (*Early Redemption Amounts*), together with interest (if any) to the date of payment, in accordance with Condition 11 (*Events of Default*).

Early Redemption following extraordinary events, corporate actions, index adjustment or cancellation or additional disruption events: Equity Linked Notes may be subject to early redemption or adjustment (including as to valuation and in certain circumstances Share substitutions) if certain corporate events (such as events affecting the value of a Share (including Share divisions or consolidations, extraordinary dividends and capital calls); delisting of a Share; insolvency, merger or nationalisation of a Share issuer; or a tender offer or redenomination of a Share) occur, if certain events (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its Affiliates' or agent's hedging arrangements, or if insolvency filings are made with respect to a Share issuer. Index Linked Notes may be subject to early redemption or adjustment if an Index is modified or cancelled and there is no successor index acceptable to the Calculation Agent, if the Index's sponsor fails to calculate and announce the Index, or certain levels (such as illegality, disruptions or cost increases) occur with respect to the Issuer's or any of its Affiliates' or agent's hedging arrangements.

Notes may be redeemable at par or at such other Redemption Amount (detailed in a formula, index or otherwise) as may be specified in the Applicable Pricing Supplement. Notes may also be redeemable in two or more instalments on such dates and in such manner as may be specified in the Applicable Pricing Supplement relating to the relevant Tranche of Notes. In certain circumstances Unwind Costs may be deducted.

Register

The Register is the register of the Issuer's securities (including the register of the Issuer's uncertificated securities) contemplated in (and maintained in accordance with) Part E of the Companies Act.

The Register will be maintained by the Transfer Agent in terms of the Terms and Conditions.

The registered holder of an Uncertificated Note which is held in the Central

Depository will be determined in accordance with the CSD Procedures, and such registered holders of Notes will be named in the Register as the registered holder of Notes.

Each holder of Notes represented by an Individual Certificate will be named in the Register as the registered Noteholder of such Notes.

Risk Factors	Investing in the Notes involves certain risks (see the section headed " <i>Risk Factors</i> " in the Risk Factor & Other Disclosures Schedule incorporated by reference).
Securities Transfer Tax	As at the Programme Date, no Securities Transfer Tax (as contemplated in the Securities Transfer Tax Act, 2007) is payable on the issue or on the transfer of Notes.
SENS	The Securities Exchange News Service established by the JSE.
Selling Restrictions	The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and any offering or sale of or subscription for any Tranche of Notes may be restricted by law in certain jurisdictions, and is restricted by law in the United States, the United Kingdom, the European Economic Area, South Africa and certain other jurisdictions (see section headed " <i>Subscription and Sale</i> " in the Risk Factor & Other Disclosures Schedule incorporated by reference). Any other or additional restrictions which are applicable and which may be required to be met in relation to an offering or sale of a particular Tranche of Notes will be included in the Applicable Pricing Supplement. Persons who come into possession of this Programme Memorandum and/or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions.
Status of Notes	The Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, all as described in Condition 5 (<i>Status of Notes</i>) and the Applicable Pricing Supplement.
Taxation	A summary of the applicable Tax legislation in respect of the Notes, as at the Programme Date, is set out in the section headed " <i>South African Taxation</i> " in the Risk Factor & Other Disclosures Schedule incorporated by reference. The summary does not constitute tax advice. Potential investors in the Notes should consult their own professional advisers as to the potential tax consequences of, and their tax positions in respect of, an investment in the Notes.
Terms and Conditions	The Terms and Conditions of the Notes are set out in the section of this Programme Memorandum headed " <i>Terms and Conditions of the Notes</i> ".
Withholding Tax	As at the Programme Date all payments in respect of the Notes will be made without withholding or deduction for or on account of taxes levied in South Africa. In the event that certain withholding tax or such other deduction is required by Applicable Law, then the Issuer will, subject to the Issuer's rights to redeem Notes following a Tax Event and/or Increased Cost Event and/or Change in Law pursuant to Condition 7.2 (<i>Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law</i>) (and subject to certain exceptions as provided in Condition 9 (<i>Taxation</i>) of the Terms and Conditions), pay such additional amounts as

shall be necessary in order that the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction.

FORM OF THE NOTES

The Notes of each Series will be in either bearer form, with or without interest coupons attached, or registered form, without interest coupons attached, or in the form of Order Notes.

Bearer Notes

Bearer Notes represented by Individual Certificates

All Bearer Notes issued in certificated form will be represented by Individual Certificates. Bearer Notes, other than Zero Coupon Notes, may have Coupons (as indicated in the Applicable Pricing Supplement) attached to the Certificate on issue. Instalment Notes which are Bearer Notes may have Receipts (as indicated in the Applicable Pricing Supplement) attached to the Certificate on issue.

Title to Bearer Notes (including rights to Instalment Amounts and/or interest thereon, as applicable) will pass by delivery of the Certificate evidencing such Note or of the Receipt and/or Coupon relating thereto, as the case may be, in accordance with Condition 13.2 (*Transfer of Bearer Notes*). The Issuer, the Transfer Agent and the Paying Agent may deem and treat the Bearer of any such Certificate, Receipt or Coupon 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.

Registered Notes

A Tranche of Registered Notes will be issued in certificated form or uncertificated form as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the JSE will be issued in uncertificated form and held in the Central Depository in the name of, and for the account of, each relevant CSDP's Nominee or the individual Noteholder, where the Participant has set up a central securities account ("**CSA account**") in the name of such Noteholder. A Tranche of unlisted Notes may also be held in the Central Depository.

Registered Notes in certificated form

All certificated Registered Notes will be represented by single Individual Certificates in registered form. Registered Notes represented by Individual Certificates will be registered in the Register in the name of the individual Noteholders of such Notes.

Subject to the Applicable Laws, title to Registered Notes represented by Individual Certificates will pass upon registration of transfer in accordance with Condition 13.1 (*Transfer of Registered Notes*) of the Terms and Conditions.

The Issuer shall regard the Register as the conclusive record of title to the Registered Notes represented by Individual Certificates.

Payments of all amounts due and payable in respect of Registered Notes represented by Individual Certificates will be made in accordance with Condition 8 (*Payments*) of the Terms and Conditions to the Person reflected as the registered Noteholder of such Registered Notes in the Register at 17:00 (South African time) on the Last Day to Register, and the Issuer's obligations will be discharged by proper payment to or to the order of such registered holder in respect of each amount so paid.

Registered Notes in uncertificated form held in Central Depository

A Tranche of Registered Notes which is listed on the JSE will, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act.

All Registered Notes held in the Central Depository will be maintained in uncertificated form, unless an Individual Certificate is requested by the Noteholder. A Tranche of Registered Notes issued in uncertificated form will either be held by (i) each relevant CSDP Nominee and such CSDP Nominee will be named in the Register as the registered Noteholder of that Tranche of Notes or (ii) the individual Noteholder pursuant to its CSA account and the individual Noteholder will be named in the Register as the registered Noteholder of such Notes.

Title to Registered Notes issued in uncertificated form will pass upon registration of transfer in accordance with Condition 13.1 (*Transfer of Registered Notes*) of the Terms and Conditions.

Payments of all amounts due and payable in respect of Registered Notes issued in uncertificated form will be made in accordance with Condition 8 (*Payments*) of the Terms and Conditions to the Person reflected as the registered Noteholder of such Registered Notes in the Register at 17:00 (South African time) on the Last Day to Register, and the Issuer will be discharged by proper payment to or to the order of such registered holder in respect of each amount so paid.

Order Notes

Order Notes will be issued in certificated form and will be evidenced by Individual Certificates. Order Notes, other than Zero Coupon Notes, may have Coupons (as indicated in the Applicable Pricing Supplement) attached to the Certificate on issue. Instalment Notes which are Order Notes may have Receipts (as indicated in the Applicable Pricing Supplement) attached to the Certificate on issue.

Payments in respect of Order Notes will be made to the Payee only following presentation and surrender by the Payee or its Representative of the relevant Coupon or (in respect of interest bearing Order Notes issued without Coupons) only against presentation by the Payee or its Representative of the relevant Certificate or the relevant Receipt to the Paying Agent at its Specified Office. Payments of the final instalment of principal in respect of Order Notes which are Instalment Notes, or of the principal of all other Order Notes, will be made to the Payee only following presentation and surrender by the Payee or its Representative of the Certificate evidencing such Order Notes.

Order Notes (including rights to Instalment Amounts and/or interest thereon, as applicable) may be transferred by the Endorsement of the Certificate evidencing such Order Note or Receipt or Coupon relating thereto, as the case may be, by the old Payee and the delivery of such Certificate, Receipt or Coupon to the new Payee. Any Certificate evidencing an Order Note or such Receipt or Coupon upon which the last Endorsement is an Endorsement in Blank shall be treated as a Bearer Note, for so long as not subject to further Endorsement. The Issuer, the Transfer Agent and the Paying Agent may deem and treat the Person who from the face of the Certificate, Receipt or Coupon relating to an Order Note appears to be the Payee thereto as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or notice of any previous loss or theft thereof) for all purposes and payment to such Person or their Representative shall discharge the Issuer from all liability to the Payee in relation to such Certificate, Receipt or Coupon, as the case may be, even if such Endorsement has been forged or made without authority. Provided the Issuer pays any amount due upon presentation and surrender of a Certificate evidencing an Order Note, or any Receipt or Coupon attached thereto on issue, in good faith, it shall not be incumbent upon the Issuer or the Transfer Agent to determine or prove that the Endorsement of the Payee making such Endorsement was made by or under the authority of the Person whose Endorsement it purports to be.

General

Pursuant to the Agency Agreement, the Transfer Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S) applicable to the Notes of such Tranche.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event, a new offering circular or a supplement to the Programme Memorandum, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

RISK FACTORS

Investing in Notes involves certain risks. The Issuer has prepared a separate document titled “*Risk Factor & Other Disclosures Schedule relating to The Standard Bank of South Africa Limited ZAR 60,000,000,000 Structured Note Programme*” (“***Risk Factor & Other Disclosures Schedule***”) which, amongst other, outlines the factors the Issuer believes, as at the Programme Date, may affect its ability to fulfil its obligations under the Notes as well as the factors which are material for the purpose of assessing the market risks associated with the Notes. This separate document is incorporated by reference and is available on the website of the Issuer at <https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/> (see the section of this Programme Memorandum entitled “*Documents Incorporated by Reference*”).

Prospective investors are to ensure that they have read the Risk Factor & Other Disclosures Schedule available on the Issuer’s website as well as the detailed information set out elsewhere in this Programme Memorandum to reach their own views prior to making any investment decision.

INDEPENDENT REVIEW AND ADVICE

Each purchaser of and investor in the Notes is fully responsible for making its own investment decisions as to whether the Notes (i) are fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and conditions, (ii) comply and are fully consistent with all investment policies, guidelines and restrictions applicable to it (or its beneficiary) and (iii) are a fit, proper and suitable investment for it (or its beneficiary).

Purchasers of and investors in Notes are deemed to have sufficient knowledge, experience and professional advice to make their own investment decisions, including, without limitation, their own legal, financial, tax, accounting, credit, regulatory and other business evaluation of the risks and merits of or associated with investments in the Notes.

Purchasers of and investors in Notes should ensure that they fully understand the risks of or associated with investments of this nature which are intended to be sold only to sophisticated investors having such knowledge, appreciation and understanding.

Purchasers of and investors in Credit Linked Notes or Equity Linked Notes are solely responsible for making their own independent appraisal of an investigation into the business, financial condition, prospects, creditworthiness, status and affairs of any Reference Entity and its Obligations, Underlying Obligations, Underlying Obligors, Reference Obligations and Deliverable Obligations or Share Company and its Shares.

Purchasers of and investors in Credit Linked Notes or Equity Linked Notes should be aware that none of the Programme Parties has any duty to conduct or accepts any responsibility for conducting or failing to conduct any investigation into the business, financial condition, prospects, creditworthiness, status and/or affairs of any Reference Entity and its Obligations, Underlying Obligations, Underlying Obligors, Reference Obligations and Deliverable Obligations or Share Company and its Shares.

Purchasers of and investors in the Notes may not rely on the views, opinions or advice of the Issuer for any information in relation to any person other than the Issuer itself.

PRO FORMA APPLICABLE PRICING SUPPLEMENT

Set out below is the form of Applicable Pricing Supplement that will be completed for each Tranche of Notes issued under the Programme:



The Standard Bank of South Africa Limited

(Incorporated with limited liability under Registration Number 1962/000738/06 in the Republic of South Africa)

Issue of

**[Note Code Number] [Aggregate Nominal Amount of Tranche] [Title of Notes] due [Date]
Under its ZAR60,000,000 Structured Note Programme**

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the **Terms and Conditions**) set forth in the Programme Memorandum dated 26 January 2021 (the **Programme Memorandum**), as updated and amended from time to time. This Pricing Supplement must be read in conjunction with such Programme Memorandum. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Programme Memorandum, the provisions of this Pricing Supplement shall prevail.

DESCRIPTION OF THE NOTES

- | | | |
|----|--------------------------|--|
| 1. | Issuer | The Standard Bank of South Africa Limited |
| 2. | Status of the Notes | Senior |
| 3. | (a) Series Number | [] |
| | (b) Tranche Number | [] |
| 4. | Aggregate Nominal Amount | [] |
| 5. | Redemption/Payment Basis | [Redemption at par]
[Credit Linked]
[Equity Linked]
[FX Linked]
[Instalment]
[Partly Paid]
[Zero Coupon]
[Indexed Notes]
[Specify other] |

6. Interest Payment Basis [Fixed]/[Floating] Rate
[Indexed Notes]
[FX Linked]
[Not Applicable]
7. Interim Amount Payment Basis [Equity Linked Interim Amount]
[Not Applicable]
8. Form of Notes [Registered] [Bearer][Order] [Uncertificated Notes]
9. Automatic/Optional Conversion from one Interest Payment Basis to another [insert details including date for conversion]
10. Issue Date []
11. Trade Date []
12. Business Centre []
13. Additional Business Centre []
14. Specified Denomination []
15. Calculation Amount []
16. Issue Price []
17. Interest Commencement Date [Issue Date]/[]
18. Maturity Date [*Fixed rate – specify date/Floating rate – specify date*]
[*FX Linked Notes – specify date and consider including the following as part of the Maturity Date formulation: or, if later, the [specify number] Business Day following the [insert final valuation date]*] [The Scheduled Maturity Date, subject as provided in [Credit Linked Condition 6 (*Repudiation/Moratorium Extension*)][,][Credit Linked Condition 7 (*Grace Period Extension*)][Credit Linked Condition 8 (*Credit Derivatives Determinations Committee Extension*)] [and] [Credit Linked Condition 9 (*Maturity Date Extension*)]]
19. Payment Currency []
20. Applicable Business Day Convention [] [Unless otherwise indicated in this Applicable Pricing Supplement or the Terms and Conditions, the Applicable Business Day Convention shall apply to all dates herein.]
21. Calculation Agent [The Standard Bank of South Africa Limited]

22. Paying Agent [The Standard Bank of South Africa Limited]
23. Transfer Agent [The Standard Bank of South Africa Limited]
24. Settlement Agent [The Standard Bank of South Africa Limited]
25. Business Address of the Calculation Agent, Paying Agent, Settlement Agent and Transfer Agent [1st Floor, East Wing, 30 Baker Street, Rosebank, Johannesburg, 2196]
26. Final Redemption Amount [] [FX Final Redemption Amount]
27. Unwind Costs [Standard Unwind Costs] [Other] [Not applicable]

PARTLY PAID NOTES [Applicable/Not Applicable]

(If Not Applicable, (i) insert “Paragraphs 28-31 are intentionally deleted” and (ii) delete paragraphs 28-31)

28. Amount of each payment comprising the Issue Price []
29. Date upon which each payment is to be made by Noteholder []
30. Consequences (if any) of failure to make any such payment by Noteholder []
31. Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments []

INSTALMENT NOTES [Applicable/Not Applicable]

(If Not Applicable, (i) insert “Paragraphs 32-33 are intentionally deleted” and (ii) delete paragraphs 32-33)

32. Instalment Dates []
33. Instalment Amounts (expressed as a percentage of the aggregate Nominal Amount of the Notes or as an amount) []

FIXED RATE NOTES [Applicable/Not Applicable]

(If Not Applicable, (i) insert “Paragraph 34 is intentionally deleted” and (ii) delete paragraph 34)

34. (a) Interest Rate(s) []% per annum payable [semi-annually] in arrear
- (b) Interest Payment Date(s) [*Insert specific Interest Payment Dates in each calendar*]

year] of each year until the Maturity Date, with the first Interest Payment Date being [insert] or, if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in this Applicable Pricing Supplement)

- (c) Interest Period(s) Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) [the following Interest Payment Date] / [state specific Interest Payment Date] and the last Interest Period shall end on (but exclude) the [last Interest Payment Date]/[(Scheduled Maturity Date)] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
- (d) Fixed Coupon Amount[(s)] []
- (e) Initial Broken Amount []
- (f) Final Broken Amount []
- (g) Interest Rate Determination Date(s): [[Insert the Interest Rate Determination Date(s) of each Interest Period for example, the auction date for the first Interest Period and thereafter the first Business Day of each Interest Period(if applicable)] in each year] [Not Applicable]
- (h) Any other terms relating to the particular method of calculating interest []

FLOATING RATE NOTES [Applicable/Not Applicable]

(If Not Applicable, (i) insert "Paragraphs 35-41 are intentionally deleted" and (ii) delete paragraphs 35-41)

- 35. (a) Interest Payment Date(s) *[Insert specific Interest Payment Dates in each calendar year]* of each year until the Maturity Date, with the first Interest Payment Date being [insert] or, if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in this Applicable Pricing Supplement)
- (b) Interest Period(s) Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) [the following Interest Payment Date] / [state specific

Interest Payment Date] and the last Interest Period shall end on (but exclude) the [last Interest Payment Date]/[(Scheduled Maturity Date] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)

- (c) Definitions of Business Day (if different from that set out in Condition 1 (*Interpretation and General Definitions*)) []
 - (d) Interest Rate(s) [three month ZAR-JIBAR-SAFEX plus the Margin/other (insert details)]
 - (e) Minimum Interest Rate []
 - (f) Maximum Interest Rate []
 - (g) Day Count Fraction []
 - (h) Other terms relating to the method of calculating interest (e.g. Day Count Fraction, rounding up provision, if different from Condition 6.2 (*Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes*))) []
36. Manner in which the Interest Rate is to be determined [ISDA Determination/Screen Rate Determination/other (insert details)]
37. Margin []
38. If ISDA Determination:
- (a) Floating Rate []
 - (b) Floating Rate Option []
 - (c) Designated Maturity []
 - (d) Reset Date(s) [The first day of each Interest Period/ (*give details*) (and thereafter the first Business Day of each Interest Period)]
39. If Screen Rate Determination:
- (a) Reference Rate (including [three month ZAR-JIBAR-

relevant period by SAFEX/LIBOR/EURIBOR/other (*insert details*)
reference to which the
Interest Rate is to be
calculated)

- (b) Interest Rate Determination Date(s) [Insert the Interest Rate Determination Date(s) of each Interest Period for example, the auction date for the first Interest Period and thereafter the first Business Day of each Interest Period (if applicable)] of each year

[Each [[], [], [] and []] of each year, commencing on [] until the Maturity Date]

(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
- (c) Relevant Screen Page [Reuters page SAFEY or any successor page/other (*insert details*)]

(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)
- (d) Relevant Time [11h00 (Johannesburg time)/11h00 (London time)/11h00 (Brussels time)/other (*insert details*)]
- (e) Specified Time [12h00 (Johannesburg time)/11h00 (London time)/11h00 (Brussels time)/other (*insert details*)]
- (f) Reference Rate Market [As set out in Condition 1 (*Interpretation and General Definitions*)/other (*insert details*)]

40. If Interest Rate to be calculated otherwise than by reference to paragraph 38 or 39 above

- (a) Margin []
- (b) Minimum Interest Rate []
- (c) Maximum Interest Rate []
- (d) Day Count Fraction []
- (e) Reference Banks [] [Leading banks that trade in the Payment Currency as selected by the Calculation Agent]
- (f) Fall back provisions, rounding provisions and any other terms relating to []

the method of calculating interest for Floating Rate Notes

41. If different from Calculation Agent, agent responsible for calculating amount of principal and interest []

EQUITY LINKED INTERIM AMOUNT NOTE PROVISIONS [Applicable/Not Applicable]

(If Not Applicable, (i) insert "Paragraph 42 is intentionally deleted" and (ii) delete paragraph 42)

42. Equity Linked Interim Amount Notes:

- (a) Share(s)/Basket of []
Share(s): ISIN: []
- (b) Futures Price Valuation: [Applicable/Not Applicable]
[If Applicable:
(A) Exchange-traded Contract: [(Provide details of the Share to which the contract relates and the delivery month of such contract)]
(B) Related Exchange: [insert details on exchange where Exchange Traded Contract is traded]]
- (c) Formula for calculating interim amount including back up provisions: []
- (d) Interim Amount Payment Date(s): Each [[], [], [] and []] until the Maturity Date, with the first Interim Amount Payment Date being [].
- (e) Definitions of Business Day (if different from that set in Condition 1 (*Interpretation and General Definitions*)): []
- (f) Minimum Interim Amount: []
- (g) Maximum Interim Amount: []
- (h) Other terms relating to the method of calculating Interim Amounts (e.g. [])

rounding up provision, if different from Condition 6.2 (*Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes*)):

- (i) Averaging: [The Averaging Dates are []].
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (j) Share Performance: [Applicable - (*insert formula*)/Not Applicable]
 - (i) Best Performing Share: [Applicable – the Best Performing Share means, with respect to [a Valuation Date, an Observation Date or an Averaging Date, (*specify as applicable/other*)], as the case may be,]] the Share having the highest Share Performance provided that if [both][two or more] Shares have the same highest Share Performance, then the Calculation Agent shall determine which Share shall constitute the Best Performing Share for such date/Not Applicable]
 - (ii) Worst Performing Share: [Applicable – the Worst Performing Share means, with respect to [a Valuation Date, an Observation Date or an Averaging Date, (*specify as applicable/other*)], as the case may be,]] the Share having the lowest Share Performance provided that if [both][two or more] Shares have the same lowest Share Performance, then the Calculation Agent shall determine which Share shall constitute the Worst Performing Share for such date/Not Applicable]
- (k) Exchange Rate: [Applicable/Not Applicable]
(*insert details*)
- (l) Weighting: The weighting to be applied to each item comprising the Basket of Shares to ascertain the Share Performance is []. (*N.B. Only applicable in relation to Equity Linked Interim Amount Notes relating to a Basket of Shares*)
- (m) Exchange(s): []
- (n) Related Exchange: []/[All Exchanges]
- (o) Valuation Date(s): []
- (p) Valuation Time: []

- (q) Observation Date(s): []
- (r) Observation Period: [Applicable – the period from [(and including/but excluding)] [] to [(and including/but excluding)] []/[Not Applicable]
- (N.B. this definition will need to be revised if there is more than one Observation Period)*
- (s) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [*insert calculation method*]
- (N.B. Only applicable where provisions in Equity Linked Notes are not appropriate)*
- (t) Tender Offer: [Applicable/Not Applicable]
- (u) Share Substitution: [Applicable/Not Applicable]
- [If Applicable: Share Substitution Criteria is []]
- (v) Trade Date: []
- (w) Additional Disruption Events The following Additional Disruption Events apply to the Notes:
 [Change in Law]
 [Hedging Disruption]
 [Increased Cost of Hedging]
 [Increased Cost of Stock Borrow]
 [Initial Stock Loan Rate: []]
 [Insolvency Filing]
 [Loss of Stock Borrow]
 [Maximum Stock Loan Rate: []]
- (x) Knock-in, Knock-out Provisions: [Applicable – the provisions of Equity Linked Condition [12] apply to the Notes/Not Applicable]
- (If not applicable, delete remaining sub-paragraphs of this paragraph)*
- (i) Knock-in Determination Day: []
- (ii) Knock-in Event and consequences of a Knock-in Event: []
- (iii) Knock-in Level: []

- (iv) Knock-in Period []
Start Date:
- (v) Knock-in Period []
End Date:
- (vi) Knock-in []
Valuation Time:
- (vii) Knock-out []
Determination
Day:
- (viii) Knock-out Event []
and consequences
of a Knock-out
Event:
- (ix) Knock-out Level: []
- (x) Knock-out Period []
Start Date:
- (xi) Knock-out Period []
End Date:
- (xii) Knock-out []
Valuation Time:
- (xiii) Knock-in/Knock-out Determination [Omission][Postponement]
Day consequences
of a Disrupted
Day:
- (xiv) Knock-in/Knock-out intraday [Omission][Materiality]
valuation
consequences of
disruption:
- (xv) Additional Knock-in/Knock-out []
Determination Day (N.B. Only applicable where provisions of the Equity
Disrupted Day Linked Conditions are not appropriate)
provisions:
- (y) Other terms or special []
conditions:

MIXED RATE NOTES

[Applicable/Not Applicable]

(If Not Applicable, (i) insert "Paragraph 43 is intentionally deleted" and (ii) delete paragraph 43)

43. Period(s) during which the interest rate for the Mixed Rate Notes will be (as applicable) for:

- (a) Fixed Rate Notes []
- (b) Floating Rate Notes []
- (c) Indexed Notes []
- (d) FX Linked Interest Notes []
- (e) Other []

ZERO COUPON NOTES [Applicable/Not Applicable]

(If Not Applicable, (i) insert "Paragraph 44 is intentionally deleted" and (ii) delete paragraph 44)

44. (a) Implied Yield []
- (b) Reference Price []
- (c) Any other formula or basis for determining amount(s) payable []

INDEXED NOTES [Applicable/Not Applicable]

(If Not Applicable, (i) insert "Paragraph 45 is intentionally deleted" and (ii) delete paragraph 45)

45. (a) Type of Indexed Notes []
- (b) Index/ Formula by reference to which Interest Amount/ Final Redemption Amount is to be determined []
- Index Code: []
- Index Currency: []
- Index Sponsor: []
- Index Calculator: []

The Index ground rules document is available at [www.\[●\]](http://www.[●]).

Any change to the Index methodology will be published on SENS and communicated to the JSE. All other changes as detailed in the ground rules document will be published on the Index Calculator's website, [www.\[●\]](http://www.[●]).

- (c) Index of Indices: [Yes/No]

(If yes, complete the below information for each underlying index)

[Underlying Indices: []]

The index level is published [daily/monthly] on
www.[●]

- (d) Manner in which the Interest Amount/ Final Redemption Amount is to be determined []
The Index Level is published [daily/monthly] on
www.[●]
- (e) Initial Index Level []
- (f) Interest Payment Date(s) [*Insert specific Interest Payment Dates in each calendar year*] of each year until the Maturity Date, with the first Interest Payment Date being [*insert*] or, if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in this Applicable Pricing Supplement)
- (g) Interest Period(s) Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) [*the following Interest Payment Date*]/[*state specific Interest Payment Date*] and the last Interest Period shall end on (but exclude) the [last Interest Payment Date]/[(Scheduled Maturity Date)] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
- (h) Interest Rate Determination Date(s) [[*Insert the Interest Rate Determination Date(s) of each Interest Period for example, the auction date for the first Interest Period and thereafter the first Business Day of each Interest Period (if applicable)*] of each year] [Not Applicable]

[Each [[], [], [] and []] of each year, commencing on [] until the Maturity Date]
- (i) If different from the Calculation Agent, agent responsible for calculating amount of principal and interest []
- (j) Provisions where calculation by reference to index and/or formula is impossible or []

impracticable

- (k) Interest Rate(s) []
- (l) Minimum Interest Rate []
- (m) Maximum Interest Rate []
- (n) Other terms relating to the calculation of the Interest Rate []

EQUITY LINKED REDEMPTION PROVISIONS [Applicable/Not Applicable]

(If Not Applicable, (i) insert "Paragraph 46 is intentionally deleted" and (ii) delete paragraph 46)

46. Equity Linked Redemption Notes:

- (a) Share(s)/Basket of []
Share(s):
ISIN: []
- (b) Futures Price Valuation: [Applicable/Not Applicable]
[If Applicable:
 - (A) Exchange-traded Contract: *[(Provide details of the Shares to which the contract relates and the delivery month of such contract)]*
 - (B) Related Exchange: *[insert details on exchange where Exchange Traded Contract is traded]*
- (c) Averaging: [The Averaging Dates are [].]
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (d) Share Performance: [Applicable - *(insert formula)*]/Not Applicable
 - (i) Best Performing Share: [Applicable – the Best Performing Share means, with respect to [a Valuation Date, an Observation Date or an Averaging Date, *(specify as applicable/other)*], as the case may be,]] the Share having the highest Share Performance provided that if [both][two or more] Shares have the same highest Share Performance, then the Calculation Agent shall determine which Share shall constitute the Best Performing Share for such date/Not Applicable]
 - (ii) Worst Performing Share: [Applicable – the Worst Performing Share means, with respect to [a Valuation Date, an Observation Date or an

Averaging Date, (*specify as applicable/other*)[, as the case may be,] the Share having the lowest Share Performance provided that if [both][two or more] Shares have the same lowest Share Performance, then the Calculation Agent shall determine which Share shall constitute the Worst Performing Share for such date]/Not Applicable]

- (e) Exchange Rate: [Applicable/Not Applicable]
(insert details)
- (f) Weighting: The weighting to be applied to each item comprising the Basket to ascertain the Share Performance is [].
(N.B. Only applicable in relation to Equity Linked Redemption Notes relating to a Basket)
- (g) Exchange(s): []
- (h) Related Exchange: []/[All Exchanges]
- (i) Valuation Date(s): []
- (j) Valuation Time: []
- (k) Observation Date(s): []
- (l) Observation Period: [Applicable – the period from [(and including/but excluding)] [] to [(and including/but excluding)] []]/[Not Applicable]
(N.B. this definition will need to be revised if there is more than one Observation Period)
- (m) Disrupted Day: [If a Valuation Date, an Averaging Date or an Observation Date, as the case may be, is a Disrupted Day, the relevant price will be calculated [*insert calculation method*]
(N.B. Only applicable where provisions in Equity Linked Note Conditions are not appropriate)
- (n) Tender Offer: [Applicable/Not Applicable]
- (o) Share Substitution: [Applicable/Not Applicable]
[If Applicable: Share Substitution Criteria is []]
- (p) Trade Date: []
- (q) Additional Disruption Events The following Additional Disruption Events apply to the Notes:
[Change in Law]
[Hedging Disruption]

[Increased Cost of Hedging]
 [Increased Cost of Stock Borrow]
 [Initial Stock Loan Rate: []]
 [Insolvency Filing]
 [Loss of Stock Borrow]
 [Maximum Stock Loan Rate: []]

(r) Knock-in, Knock-out [Applicable – the provisions of Equity Linked Condition
 Provisions: [12] apply to the Notes/Not Applicable]

(If not applicable, delete remaining sub-paragraphs of this paragraph)

(i) Knock-in Determination Day: []

(ii) Knock-in Event and consequences of a Knock-in Event: []

(iii) Knock-in Level: []

(iv) Knock-in Period Start Date: []

(v) Knock-in Period End Date: []

(vi) Knock-in Valuation Time: []

(vii) Knock-out Determination Day: []

(viii) Knock-out Event and consequences of a Knock-out Event: []

(ix) Knock-out Level: []

(x) Knock-out Period Start Date: []

(xi) Knock-out Period End Date: []

(xii) Knock-out Valuation Time: []

(xiii) Knock-in/Knock-out [Omission][Postponement]

out Determination
Day consequences
of a Disrupted
Day:

- (xiv) Knock-in/Knock-out intraday valuation consequences of disruption: [Omission][Materiality]
- (xv) Additional Knock-in/Knock-out Determination Day Disrupted Day provisions: [] *(N.B. Only applicable where provisions of the Equity Linked Conditions are not appropriate)*
- (s) Physical Delivery Notes: [Applicable – the Notes are Physical Delivery Notes/Not Applicable]
(If not applicable, delete remaining sub-paragraphs of this paragraph)
 - (i) Relevant Asset(s):
 - (ii) Entitlement:
 - (iii) Asset Transfer Notice Cut-Off Date: []
 - (iv) Failure to Deliver due to Illiquidity: [Applicable/Not Applicable]
 - (v) Delivery provisions for Entitlement if different from Equity Linked Note Conditions: []
 - (vi) Settlement Business Day: []
 - (vii) Issuer's option to vary Settlement: [Applicable/Not Applicable] *(N.B. Option will apply unless specified as Not Applicable. If Applicable, complete relevant Cash Settlement provisions)*
 - (viii) Other terms or special Conditions: []
- (t) Other terms or special conditions: []

FX LINKED INTEREST NOTES

[Applicable/Not Applicable]

(If Not Applicable, (i) insert "Paragraph 47 is intentionally deleted" and (ii) delete paragraph 47)

47. FX Linked Interest Notes:

- (a) Base Currency []/[Not Applicable]
- (b) Subject Currency/Currencies []/[Not Applicable]
- (c) Interest Rate(s) []
- (d) Minimum Interest Rate []
- (e) Maximum Interest Rate []
- (f) Interest Valuation Date(s) []/[Not Applicable]
- (g) Interest Payment Date(s) [*Insert specific Interest Payment Dates in each calendar year*] of each year until the Maturity Date, with the first Interest Payment Date being [*insert*] or, if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in this Applicable Pricing Supplement)
- (h) Interest Period(s) Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) [the following Interest Payment Date]/[state specific Interest Payment Date] and the last Interest Period shall end on (but exclude) the [last Interest Payment Date]/[(Scheduled Maturity Date)] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
- (i) Interest Rate Determination Date(s) [[Insert the Interest Rate Determination Date(s) of each Interest Period for example, the auction date for the first Interest Period and thereafter the first Business Day of each Interest Period (if applicable)] of each year] [Not Applicable]
- (j) Definitions of Business Day (if different from that set out in Condition 1 (*Interpretation and General Definitions*)) []
- (k) Day Count Fraction []

- (l) Averaging Averaging [applies][does not apply] to the Notes. [The Averaging Dates are *specify*] and the Weighting is *specify*]
- (m) Observation Date(s) []/[Not Applicable]
- (n) Observation Period(s) []/[Not Applicable]
- (o) Strike Date []/[Not Applicable]
- (p) Strike Period [and Strike Days] []/[Not Applicable][*Specify the applicable Strike Days in the Strike Period*]
- (q) Disruption and Settlement Provisions (Where there is more than one Subject Currency, complete as relevant for each Subject Currency)
- (i) Delayed Redemption on the Occurrence of a Disruption Event [Applicable]/[Not Applicable]
- (ii) Provisions applicable to determining the Settlement Price For the purpose of the definition of "Settlement Price" in FX Linked Note Condition 2 (*Definitions*) [and *specify the relevant Subject Currency where more than one Subject Currency*]
- FX Price Source: []
- Valuation Time: []
- Scheduled Trading Day Jurisdiction: []
- (iii) Disruption Events [Price Source Disruption]
- [Illiquidity Disruption]
- [Dual Exchange Rate]
- [General Inconvertibility]
- [General Non-Transferability]
- [Material Change in Circumstance]
- [Nationalisation]
- [Price Materiality, where:
- Price Materiality Percentage: *specify*][3] per cent.
- Primary Rate: *specify*][The rate determined as set out

in the definition of "Settlement Price"]

Secondary Rate: [*specify*][[First Fallback Reference Price [and]][Second Fallback Reference Price]]

[Benchmark Obligation Default, where:

Benchmark Obligation: [*specify*]]

[Governmental Authority Default]

[Inconvertibility/Non-Transferability]

[Specific Inconvertibility]

[Specific Non-Transferability]

(Specify in respect of each Subject Currency where there is more than one Subject Currency and different Disruption Events (or components thereof) also apply thereto)

(iv) Disruption
Fallbacks

[In respect of [*state Disruption Event(s)*]: [Calculation Agent Determination]

[In respect of [*state Disruption Event(s)*]: [First Fallback Reference Price, where:

First Fallback FX Price Source: []

First Fallback Valuation Time: []

First Fallback Number of Settlement Days:
[]

[In respect of [*state Disruption Event(s)*]: [Second Fallback Reference Price, where:

Second Fallback FX Price Source: []

Second Fallback Valuation Time: []

Second Fallback Number of Settlement Days: []

[In respect of [*state Disruption Event(s)*]: [Valuation Postponement]

[In respect of [*state Disruption Event(s)*]: [Settlement Postponement]

(Specify in respect of each Subject Currency where there is more than one Subject Currency and different Disruption Events (or components thereof) also apply thereto)

- (v) FX Deliverable Obligations [Specify]/[Not Applicable]
(If not applicable, delete remaining sub-paragraphs)
 [Face Amount: *specify*]
 [Delivery provisions for FX Deliverable Obligations if different from FX Linked Note Conditions: *specify*]
- (vi) Maximum Days of Postponement []
(Specify in respect of each Subject Currency where there is more than one Subject Currency and different Disruption Fallbacks (or components thereof) also apply thereto)
- (vii) Cumulative Events [Not Applicable]/[Applicable and Maximum Cumulative Days of Postponement means []]
(Specify in respect of each Subject Currency where there is more than one Subject Currency and different Disruption Fallbacks (or components thereof) also apply thereto)
- (r) Number of Settlement Days [Two][Zero][specify other] [where Settlement Day Centre(s) means []]
- (s) Number of Postponement Settlement Days [[Two]/ []] [Business Days]/[Settlement Days]/ []
- (t) Maximum Days of Settlement Postponement []
- (u) Other terms relating to the method/manner of calculating interest and any Interest Amount (eg Day Count Fraction, rounding up provision, if different from Condition 6.2 *(Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes)*) []

EXCHANGEABLE NOTES

[Applicable/Not Applicable]

(If Not Applicable, (i) insert “Paragraphs 48-53 are intentionally deleted” and (ii) delete paragraphs 48-53)

48. Mandatory Exchange applicable? []

49. Noteholders' Exchange Right applicable? []
50. Exchange Securities []
51. Manner of determining Exchange Price []
52. Exchange Period []
53. Other []

CREDIT LINKED NOTE [Applicable/Not Applicable]
PROVISIONS

(If Not Applicable, (i) insert "Paragraph 54 is intentionally deleted" and (ii) delete paragraph 54)

54. Credit Linked Notes

- (a) Scheduled Maturity Date []
- (b) Reference Entity(ies) []
- (c) Reference Obligation(s) [Standard Reference Obligation]/[Standard Reference Obligation not applicable]

(If Standard Reference Obligation is applicable and "Additional Provisions for Senior Non-Preferred Reference Obligations" is not applicable, complete the Seniority Level prompt below)

[Seniority Level: [Senior Level]/[Subordinated Level]]

(If Standard Reference Obligation is not applicable, or if Standard Reference Obligation is applicable, but no Standard Reference Obligation has been published yet, complete the details below)

[The obligation[s] identified as follows:

Issuer: []

Guarantor: []

Maturity: []

Coupon: []

CUSIP/ISIN: []

Original Issue Amount: []

- (d) Financial Information of the Guarantor/Issuer of the Reference Obligation [Not Applicable]/The financial information of the Guarantor will be available on the Guarantors website www.[●]/[The financial information of the [Primary Obligor//Reference Entity] will be available on the [Primary Obligor's//Reference Entity's] website, www.[●]] As of the Issue Date the aforementioned information can be obtained from the aforementioned website. The Issuer shall not however be responsible for: (i) such information (a) remaining on such website, (b) being removed from such website, (c) being moved to another location or (d) for notifying any party (including the Noteholder) of the occurrence of any of the events stated in paragraphs 54(d)(i)(b) and 54(d)(i)(c) and/or (ii) the correctness and/or completeness of such information.
- (e) Credit Linked Reference Price []%
- (f) Credit Event Determination Date Credit Event Notice: [applicable/not applicable]
- Notice of Physical Settlement [applicable/not applicable]
- Notice of Publicly Available Information: [applicable/not applicable], and if applicable:
- Public Sources of Publicly Available Information [applicable/not applicable]
- Specified Number of Public Sources: []
- (g) Credit Events The following Credit Event[s] shall apply:
- [Bankruptcy]
- [Failure to Pay]
- [Grace Period Extension: [applicable/not applicable]]
- [Grace Period: []]
- Payment Requirement: []]
- [Governmental Intervention]
- [Obligation Default]
- [Obligation Acceleration]
- [Repudiation/Moratorium]

[Restructuring]

[Default Requirement: []]

Multiple Holder Obligation:
[Applicable/Not Applicable]

Mod R: [Applicable/Not Applicable]

Mod Mod R: [Applicable/Not Applicable]

Credit Linked Condition 13 (*Credit Event Notice After Restructuring Credit Event*):
[Applicable/Not Applicable]

[Insert other details]

(h) Credit Event Backstop Date [Applicable] [Not applicable]

(i) Calculation Agent City [Johannesburg]

(j) All Guarantees [Applicable] [Not applicable]

(k) Obligation(s)

Obligation Category (Select only one)	Obligation Characteristics (Select all that apply)
<input type="checkbox"/> Payment	<input type="checkbox"/> Not Subordinated
<input type="checkbox"/> Borrowed Money	<input type="checkbox"/> Specified Currency []
<input type="checkbox"/> Reference Obligations Only	<input type="checkbox"/> Not Sovereign Lender
<input type="checkbox"/> Bond	<input type="checkbox"/> Not Domestic Currency [Domestic Currency means []]
<input type="checkbox"/> Loan	<input type="checkbox"/> Not Domestic Law
<input type="checkbox"/> Bond or Loan	<input type="checkbox"/> Listed
	<input type="checkbox"/> Not Domestic Issuance

Additional Obligations []

Excluded Obligations []

(l) Accrual of interest upon Credit Event [Applicable]/[Not applicable]

(m) Financial Reference Entity [Applicable]/[Not applicable]

Terms

- (n) Subordinated European Insurance Terms [Applicable]/[Not applicable]
- (o) 2019 Narrowly Tailored Credit Event Provisions [Applicable]/[Not applicable]
(If the 2019 Narrowly Tailored Credit Event Provisions apply, complete the prompts below)
 [Fallback Discounting: [Applicable]/[Not applicable]]
 Credit Deterioration Requirement: [Applicable]/[Not applicable]]
- (p) Additional Provisions for Senior Non-Preferred Reference Obligations [Applicable]/[Not applicable]
- (q) Reference Obligation Only Termination Amount []
- (r) Settlement Method [Auction Settlement] [Cash Settlement] [Physical Settlement]
(If Auction Settlement is specified, complete the prompts below:
 [Local Market Variation: [Applicable]/[Not Applicable]]
- (s) Fallback Settlement Method [Cash Settlement] [Physical Settlement] [Not applicable]

Terms Relating to Cash Settlement:

- (a) Final Price (if different from the definition in the Programme Memorandum) []
- (b) Valuation Date [Single Valuation Date:
 [] Business Days]
 [Multiple Valuation Dates:
 [] Business Days; and
 each [] Business Days thereafter
 Number of Valuation Dates: []]
- (c) Valuation Observation Period Obligation Settlement [[] Business Days]

- (d) Valuation Time []
- (e) Quotation Method [Bid][Offer][Mid-market]
- (f) Quotation Amount [] [Representative Amount]
- (g) Minimum Quotation Amount []
- (h) Indicative Quotation [Applicable/Not applicable]
- (i) Quotation Dealer(s) []
- (j) Settlement Currency []
- (k) Cash Settlement Date [] Business Days
- (l) Cash Settlement Amount []
- (m) Quotations [Include Accrued Interest] [Exclude Accrued Interest]
- (n) Valuation Method [Market] [Highest]
[Average Market] [Highest] [Average Highest]

Terms Relating to Physical Settlement:

- (a) Physical Settlement Date [] [Business Days]
- (b) Physical Settlement Period [] [Business Days]
- (c) Entitlement [Include Accrued Interest] [Exclude Accrued Interest]

(d) Deliverable Obligation(s)

(Complete where Physical Settlement is the applicable Settlement Method or Fallback Settlement Method)

Deliverable Obligation Category (Select only one)	Deliverable Obligation Characteristics (Select all that apply)
[] Payment	[] Not Subordinated
[] Borrowed Money	[] Specified Currency []
[] Reference Obligations Only	[] Not Sovereign Lender
[] Bond	[] Not Domestic Currency [Domestic Currency means []]
[] Loan	[] Not Domestic Law

<input type="checkbox"/> Bond or Loan	<input type="checkbox"/> Listed <input type="checkbox"/> Not Domestic Issuance <input type="checkbox"/> Assignable Loan
	<input type="checkbox"/> Consent Required Loan <input type="checkbox"/> Direct Loan Participation Qualifying Participation Seller: <input type="checkbox"/> <input type="checkbox"/> Transferable <input type="checkbox"/> Maximum Maturity <input type="checkbox"/> <input type="checkbox"/> Accelerated or Matured <input type="checkbox"/> Not Bearer

- (e) Asset Package Delivery [Applicable]/[Not Applicable]
- (f) Sovereign No Asset Package Delivery [Applicable]/[Not Applicable]
- (g) Additional Deliverable Obligations []
- (h) Excluded Deliverable Obligations []
- (i) Other terms []
- (j) Other Provisions []

FX LINKED REDEMPTION NOTES [Applicable/Not Applicable]

(If Not Applicable, (i) insert "Paragraph 55 is intentionally deleted" and (ii) delete paragraph 55)

55. FX Linked Redemption Notes

- (a) FX Final Redemption Amount []
- (b) Base Currency []/[Not Applicable]
- (c) Subject Currency/Currencies []/[Not Applicable]

- (d) Redemption Valuation Date []/[Not Applicable]
- (e) Averaging Averaging [applies][does not apply] to the Notes. [The Averaging Dates are [specify]] and the Weighting is [specify]
- (f) Observation Date(s) []/[Not Applicable]
- (g) Observation Period(s) []/[Not Applicable]
- (h) Strike Date []/[Not Applicable]
- (i) Strike Period [and Strike Days] [Specify Strike Period][Not Applicable][Specify the applicable Strike Days in the Strike Period]
- (j) Disruption and Settlement Provisions (Where there is more than one Subject Currency, complete as relevant for each Subject Currency)

(i) Delayed Redemption on the Occurrence of a Disruption Event [Applicable]/[Not Applicable]

(ii) Provisions applicable to determining the Settlement Price For the purpose of the definition of "Settlement Price" in FX Linked Note Condition 2 (Definitions) [and specify the relevant Subject Currency where more than one Subject Currency]:

(iii) FX Price Source: []

Valuation Time: []

Scheduled Trading Day Jurisdiction: []

- (iii) Disruption Events [Price Source Disruption]
- [Illiquidity Disruption]
- [Dual Exchange Rate]
- [General Inconvertibility]
- [General Non-Transferability]
- [Material Change in Circumstance]
- [Nationalisation]
- [Price Materiality, where:

Price Materiality Percentage: *[specify]*[3] per cent.

Primary Rate: *[specify]*[The rate determined as set out in the definition of "Settlement Price"]

Secondary Rate: *[specify]*[[First Fallback Reference Price [and]][Second Fallback Reference Price]]

[Benchmark Obligation Default, where:

Benchmark Obligation: *[specify]*]

[Governmental Authority Default]

[Inconvertibility/Non-Transferability]

[Specific Inconvertibility]

[Specific Non-Transferability]

(Specify in respect of each Subject Currency where there is more than one Subject Currency and different Disruption Events (or components thereof) also apply thereto)

(iv) Disruption Fallbacks

[In respect of *[state Disruption Event(s)]*: [Calculation Agent Determination]

[In respect of *[state Disruption Event(s)]*: [First Fallback Reference Price, where:

First Fallback FX Price Source: []

First Fallback Valuation Time: []

First Fallback Number of Settlement Days: []]

[In respect of *[state Disruption Event(s)]*: [Second Fallback Reference Price, where:

Second Fallback FX Price Source: []

Second Fallback Valuation Time: []

Second Fallback Number of Settlement Days: []]

[In respect of *[state Disruption Event(s)]*: [Valuation Postponement]

[In respect of *[state Disruption Event(s)]*: [Settlement Postponement]

(Specify in respect of each Subject Currency where there is more than one Subject Currency and different Disruption Events (or components thereof) also apply thereto)

(v) FX Deliverable Obligations [Specify]/[Not Applicable]

(If not applicable, delete remaining sub-paragraphs)

[Face Amount: *[specify]*]

[Delivery provisions for FX Deliverable Obligations if different from FX Linked Note Conditions: *[specify]*]

(vi) Maximum Days of Postponement []

(Specify in respect of each Subject Currency where there is more than one Subject Currency and different Disruption Fallbacks (or components thereof) also apply thereto)

(vii) Cumulative Events [Not Applicable]/[Applicable and Maximum Cumulative Days of Postponement means []]

(Specify in respect of each Subject Currency where there is more than one Subject Currency and different Disruption Fallbacks (or components thereof) also apply thereto)

(viii) Number of Settlement Days [Two][Zero][specify other] [where Settlement Day Centre(s) means []]

(ix) Number of Postponement Settlement Days [[Two]/ []] [Business Days]/[Settlement Days]/ []

(x) Maximum Days of Settlement Postponement []

OTHER NOTES

56. If the Notes are not Partly Paid [] Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Indexed Notes, Exchangeable Notes, Credit Linked Notes, Equity Linked Notes or FX Linked Notes or if the Notes are a

combination of any of the foregoing, set out the relevant description and any additional terms and conditions relating to such Notes.

PROVISIONS REGARDING REDEMPTION/MATURITY

57. Redemption at the Option of the Issuer (Call Option) [Applicable/Not Applicable]

If applicable:

- (a) Optional Redemption Date(s) (Call) []
- (b) Optional Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s) []
- (c) Minimum period of notice (if different from Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*)) []
- (d) If redeemable in part: []
 - (i) Minimum Redemption Amount(s) []
 - (ii) Higher Redemption Amount(s) []
- (e) Other terms applicable on Redemption []

58. Redemption at the option of the Noteholders (Put Option) [Applicable/Not Applicable]

If applicable:

- (a) Optional Redemption Date(s) (Put) []
- (b) Optional Redemption Amount(s) (Put) and method, if any, of calculation of such amount(s) []

- (c) Minimum period of notice []
(if different to
Condition 7.4 (*Early
Redemption at the option
of Noteholders (Put
Option)*))
- (d) If redeemable in part:
 - (i) Minimum []
Redemption
Amount(s)
 - (ii) Higher []
Redemption
Amount(s)
- (e) Other terms applicable on []
Redemption
- (f) Attach *pro forma* Put
Notice(s)

59. Early Redemption Amount(s) []
payable on redemption for taxation
reasons and/or change of law,
increased cost event or on Event of
Default and/or the method of
calculating same (if required or if
different from that set out in
Condition 7.7 (*Early Redemption
Amounts*))

**ADDITIONAL FALLBACK
PROVISIONS**

[Applicable/Not Applicable]

(specify "Applicable" where Annex 4 applies)

60. Additional Fallback Provisions:

Relevant Benchmark []

GENERAL

61. Material Changes

As at the date of this Applicable Pricing Supplement, there has been no material change in the financial or trading position of the Issuer and its subsidiaries since the date of the Issuer's latest [audited financial statements/ unaudited interim financial statements], dated [●]. As at the date of this Applicable Pricing Supplement, there has been no involvement by [●], the auditors of the Issuer, in making the aforementioned statement.

62. Other terms or special conditions []
63. Board approval for issuance of Notes obtained []
64. United States selling restrictions [Regulation S. Category 2; [TEFRA D]/[TEFRA C]/[TEFRA not applicable]/[Not applicable]]
65. Additional selling restrictions []
66. (a) International Securities Identification Number (ISIN) []
- (b) Common Code []
- (c) Instrument Code []
67. (a) Financial Exchange [Not applicable] [JSE Limited]
- (b) Relevant sub-market of the Financial Exchange [Not applicable] [Interest Rates Market]
- (c) Clearing System [Strate Proprietary Limited]
68. If syndicated, names of managers []
69. Receipts attached? If yes, number of Receipts attached [Yes/No]
70. Coupons attached? If yes, number of Coupons attached [Yes/No]
71. Credit Rating assigned to the Issuer/Notes/Programme (if any) Moody's Investor Services Inc ratings assigned to the Issuer:
72. Date of Issue of Credit Rating and Date of Next Review Moody's ratings obtained on [].
73. Stripping of Receipts and/or Coupons prohibited as provided in Condition 13.4 (*Prohibition on Stripping*)? []
74. Governing law (if the laws of South Africa are not applicable) []
75. Other Banking Jurisdiction []
76. Last Day to Register, which shall mean that the Books Closed Period (during which the Register will be closed) will be from each Last Day [Not applicable] [17h00 on [[]], [], [] and []] of each year commencing on [], or if such day is not a Business Day, the Business Day before each Books Closed Period until the Maturity Date [or the last

	to Register to the applicable Business Day immediately preceding the Payment Day until the date of redemption	the commencement of the Books Closed Period].
	Books Closed Period	The Books Closed Period (during which the Register will be closed) will be from each [[], [], [] and []], until the applicable Interest Payment Date]
77.	Stabilisation Manager (if any)	[]
78.	Method of Distribution	[Dutch Auction] [Bookbuild] [Private Placement]
79.	Total Notes in Issue (including current issue)	[] The Issuer confirms that aggregate Nominal Amount of all Notes Outstanding under this Programme is within the Programme Amount.
80.	[Rights of Cancellation]	<p>[The Notes will be delivered to investors on the Issue Date/Settlement Date through the settlement system of Strate provided that:</p> <p>(i) no event occurs prior to the settlement process being finalised on the Issue Date/Settlement Date which the Issuer (in its sole discretion) consider to be a force majeure event; or</p> <p>(ii) no event occurs which the Issuer (in its sole discretion) considers may prejudice the issue, the Issuer or the Notes,</p> <p>(each a Withdrawal Event).</p> <p>If the Issuer decides to terminate this transaction due to the occurrence of a Withdrawal Event, this transaction shall terminate and no party hereto shall have any claim against any other party as a result of such termination. In such event, the Notes, if listed, will immediately be de-listed.]</p>
81.	Responsibility Statement	The Issuer certifies that to the best of its knowledge and belief, there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made, as well as that the Applicable Pricing Supplement contains all information required by law and the Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum as read together with the annual financial statements and the Applicable Pricing Supplement and the annual reports and any amendments or any supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of this Applicable Pricing Supplement and any amendments or any supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of any of the Applicable Pricing Supplement and any amendments or any supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of the Programme Memorandum and listing of the debt securities is not to be taken in any way as an indication of the merits of the Issuer or of any of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

82. [Equity Linked Note Noteholder Representation] By its purchase of an Equity Linked Note each Noteholder is deemed to represent to the Issuer that:
- (i) it is not doing so based on inside information as defined and contemplated in the Financial Markets Act, 19 of 2012, as amended, or any other legislation or regulations governing insider trading or any comparable legislation or regulation in any applicable jurisdiction;
 - (ii) it is not involved in any form of market manipulation or market abuse as defined and contemplated in the Financial Markets Act, 19 of 2012, as amended, or any other legislation or regulations governing market manipulation or market abuse or any comparable legislation or regulation in any applicable jurisdiction;
 - (iii) it is not in possession of information relating directly or indirectly to a Share and/or Share Company which has not been made public and which if it were made public would be likely either to be used by a reasonable investor to make investment decisions in respect of the relevant Share or to have a significant effect on the price of the relevant Shares; and
 - (iv) it has complied with all disclosure and reporting requirements involving the relevant Shares and the relevant Share Company, which may be relevant to the purchasing or selling of the Equity Linked Note in accordance with applicable legal and regulatory provisions or in accordance with any securities exchange regulation, including disclosure requirements imposed under market abuse rules or legal and regulatory provisions relating to the

transparency of shareholding of Share Companies listed on the JSE.]

83. [Listing and Admission to Trading] [Application [has been/will be] made for the Notes to be listed and admitted to trading on the JSE with effect from, the earliest, the Issue Date. No assurances can be given that such application for listing and admission to trading will be granted (or, if granted, will be granted by the Issue Date).

The Issuer has no duty to maintain the listing (if any) of the Notes on the relevant stock exchange(s) over their entire lifetime. Notes may be suspended from trading and/or de-listed at any time in accordance with applicable rules and regulations of the relevant stock exchange(s).]

84. Use of Proceeds []

85. South African Exchange Control [Any holder of these Notes which is subject to the exchange control regulations of the South African Reserve Bank (“**SARB**”) hereby warrants and confirms that it has obtained any necessary approvals from the SARB to hold these Notes and acknowledges and agrees that it is solely responsible for maintaining any such approvals, satisfying any conditions imposed in terms of such approvals and for fulfilling any relevant reporting requirements. Exchange control approval has been granted to the Issuer for the listing of the debt securities.]

86. Other provisions []

[Application is hereby made to list this issue of Notes on the [] as from [].]

Signed at [] on this [] day of [].

For and on behalf of
**THE STANDARD BANK OF SOUTH
AFRICA LIMITED**

By:

Name:

Capacity:

Who warrants his/her authority hereto.

For and on behalf of
**THE STANDARD BANK OF SOUTH
AFRICA LIMITED**

By:

Name:

Capacity:

Who warrants his/her authority hereto.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of the Notes, which will include the additional terms and conditions contained in Annex 1 in the case of Credit Linked Notes, Annex 2 in the case of Equity Linked Notes Annex 3 in the case of FX Linked Notes and Annex 4 where Additional Fallback Provisions are specified as being applicable in the Applicable Pricing Supplement, to be issued by the Issuer pursuant to this Programme Memorandum. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. Before the Issuer issues any Tranche of Notes, the Issuer shall complete and sign the Applicable Pricing Supplement, based on the pro forma Pricing Supplement included in the Programme Memorandum, setting out details of such Notes. The Applicable Pricing Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Tranche of Notes.

Any reference in this Programme Memorandum to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation at the Programme Date, as amended or substituted from time to time.

1. INTERPRETATION AND GENERAL DEFINITIONS

In these Terms and Conditions, unless inconsistent with the context or separately defined in the Applicable Pricing Supplement, the following expressions shall have the following meanings:

Additional Business Centre(s)	the city or cities specified as such in the Applicable Pricing Supplement;
Agency Agreement	the amended and restated Agency Agreement dated 26 January 2021 and made between the Issuer, the Transfer Agent, the Calculation Agent, the Settlement Agent and the Paying Agent, as may be further supplemented and/or amended and/or restated from time to time;
Applicable Laws	in relation to a Party, means all and any – <ul style="list-style-type: none">(a) statutes and subordinate legislation and common law;(b) regulations;(c) ordinances and by-laws;(d) directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and(e) other similar provisions, from time to time, compliance with which is mandatory for that Party;

Applicable Pricing Supplement	the Pricing Supplement relating to each Tranche of Notes;
Applicable Procedures	the rules, listing requirements and operating procedures from time to time of the Central Depository, Settlement Agents, JSE and/or any Financial Exchange, as the case may be;
Banks Act	the Banks Act, 1990 (as amended, supplemented, revised or republished from time to time);
Bearer	the bearer of a Certificate evidencing a Bearer Note or of a Receipt or Coupon attached to such Certificate on issue;
Bearer Note	an unlisted Note (whether in definitive or in global form) payable to the Bearer thereof, transferable by way of delivery in accordance with Condition 13.2 (<i>Transfer of Bearer Notes</i>) and the term " Bearer Note " shall include the rights to payment of any interest or principal represented by a Coupon or Receipt (if any) attached on issue to the Certificate evidencing such Bearer Note;
Beneficial Interest	in relation to a Tranche of Notes which is held in the Central Depository, the beneficial interest as a co-owner of an undivided share of all of the Notes in that Tranche, as contemplated in section 37(1) of the Financial Markets Act, the nominal value of which beneficial interest, in relation to any number of Notes in that Tranche, is determined by reference to the portion that the aggregate Nominal Amount of such number of Notes Outstanding bears to the aggregate Nominal Amount of all of the Notes in that Tranche Outstanding, as provided in section 37(3) of the Financial Markets Act;
Books Closed Period	in relation to a Tranche of Notes, the period, as specified in the Applicable Pricing Supplement, commencing after the Last Day to Register, during which transfer of the Notes will not be recorded in the Register, or such other shorter period as the Issuer may decide;
Business Day	a day (other than a Saturday or Sunday or public holiday within the meaning of the Public Holidays Act, 1994) which is a day on which commercial banks settle ZAR payments in Johannesburg and a day (other than a Saturday or Sunday or a public holiday) which is a day on which commercial banks settle local currency payments in any Additional Business Centre specified in the Applicable Pricing Supplement save that if the Payment Currency is not ZAR, " Business Day " shall mean a day (other than a Saturday or Sunday) which is a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Payment Currency and in each (if any) Additional Business Centre or, in relation to any sums payable in euro, a day on which the Trans-European Automated Real Time Gross Settlement Express Transfer (" TARGET2 ") system, (the " TARGET2 System ") is open, save further that if the

	Applicable Pricing Supplement so provides, " Business Day " shall include a Saturday;
Calculation Agent	the Issuer, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Calculation Agent in accordance with the Agency Agreement, in which event that other entity shall act as a calculation agent in respect of that Tranche or Series of Notes;
Calculation Amount	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Call Option	if specified as applicable in the Applicable Pricing Supplement, the option of the Issuer to early redeem the Notes in that Tranche of Notes in whole or, if so specified in the Applicable Pricing Supplement, in part at the Optional Redemption Amount(s) on the Optional Redemption Date(s) in accordance with Condition 7.3 (<i>Early Redemption at the option of the Issuer (Call Option)</i>);
Central Depository	Strate Proprietary Limited (Registration number 1998/022242/07), a private company registered as a central securities depository in terms of the Financial Markets Act (or any successor legislation thereto), or any additional or alternate depository approved by the Issuer;
Certificate	an Individual Certificate;
Change in Law	the Calculation Agent determines in good faith that the performance of the Issuer's obligations under the Notes or that any arrangements made to hedge the Issuer's obligations under the Notes has or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof;
Class of Noteholders	the holders of a Series of Notes or, where appropriate, the holders of different Series of Notes;
Companies Act	the Companies Act, 2008 (as amended, supplemented, revised or republished from time to time);
Coupon	an interest coupon evidencing title to an interest payment in respect of an interest bearing Note which is a Bearer Note or an Order Note, attached on issue to the Certificate evidencing such interest bearing Note;
Credit Linked Notes	Notes specified as Credit Linked Notes in the Applicable Pricing Supplement and more fully described in Annex 1;
CSDP's Nominee	a wholly-owned subsidiary of the Participant approved by the Registrar of Securities Services in terms of the Financial

Markets Act, and any reference to **CSDP's Nominee** shall, whenever the context permits, be deemed to include any successor nominee operating in terms of the Financial Markets Act;

Day Count Fraction

in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Terms and Conditions or the Applicable Pricing Supplement:

- (a) if "**Actual/Actual (ICMA)**" is so specified, means:
 - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (c) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (d) "**Actual/360**" is so specified, means the number of days in the Calculation Period divided by 360;

- (e) if "**30/360**" is so specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30 day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that included that last day shall not be considered to be shortened to a 30 day month, or (ii) the last day of the Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30 day month)); and
- (f) if "**30E/360**" or "**Eurobond Basis**" is so specified means, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30 day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the date of final maturity is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30 day month;

Debt Listings Requirements	the debt listings requirements of the JSE in force from time to time;
Debt Sponsor	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06);
Designated Maturity	has the meaning ascribed thereto in the Applicable Pricing Supplement as such;
Early Redemption Amount	the amount at which the Notes will be redeemed by the Issuer pursuant to the provisions of Conditions 7.2 (<i>Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law</i>), 7.3 (<i>Early Redemption at the option of the Issuer (Call Option)</i>) and 7.4 (<i>Early Redemption at the option of Noteholders (Put Option)</i>) and/or Condition 11 (<i>Events of Default</i>), determined in accordance with Condition 7.7 (<i>Early Redemption Amounts</i>) or as set out in the Applicable Pricing Supplement;
Endorsement	an " <i>indorsement</i> ", <i>mutatis mutandis</i> , within the meaning of the Bills of Exchange Act, 1964 (as amended, supplemented, revised or republished from time to time);
Endorsement in Blank	an Endorsement which specifies no named Payee;
Equity Linked Interim Amount Notes	Notes specified as Equity Linked Interim Amount Notes in the Applicable Pricing Supplement and more fully described in Condition 6 (<i>Interest and Interim Amounts</i>) and Annex 2;

Equity Linked Notes		Notes that are Equity Linked Interim Amount and/or Equity Linked Redemption Notes;
Equity Linked Redemption Notes		Notes specified as Equity Linked Redemption Notes in the Applicable Pricing Supplement and more fully described in Annex 2;
EUR and euro		means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty on the Functioning of the European Union as amended by the Treaty of Amsterdam;
Event of Default		an event of default by the Issuer as set out in Condition 11 (<i>Events of Default</i>);
Exchangeable Notes		Notes which may be redeemed by the Issuer in the manner specified in the Applicable Pricing Supplement by the delivery to the Noteholders of cash or of so many of the Exchange Securities as are determined in accordance with the Applicable Pricing Supplement;
Exchange Period		in respect of Exchangeable Notes to which the Noteholders' Exchange Right applies (as specified in the Applicable Pricing Supplement), the period specified in the Applicable Pricing Supplement during which such right may be exercised;
Exchange Price		the value specified in the Applicable Pricing Supplement according to which the number of Exchange Securities which may be delivered in redemption of an Exchangeable Note will be determined;
Exchange Securities		the securities specified in the Applicable Pricing Supplement which may be delivered by the Issuer in redemption of Exchangeable Notes to the value of the Exchange Price;
Extraordinary Resolution		a resolution passed at a meeting (duly convened) of the Noteholders or members of the relevant Class of Noteholders, as the case may be, holding not less than 66.67% in Nominal Amount of the Notes or of the Notes in that relevant Class, as the case may be, upon a show of hands of the Noteholders present in person at the meeting or by proxy, or if a poll be duly demanded, then by a majority consisting of not less than 66.67% of the votes given on such poll;
Extraordinary Resolution	Written	a resolution passed other than at a meeting of the Noteholders or members of the relevant Class of Noteholders, with the written consent of the Noteholders holding not less than 66.67% in Nominal Amount of the Notes or of the Notes in that relevant Class, as the case may be, for the time being Outstanding. A resolution of the Noteholders or members of the relevant Class of Noteholders shall state the date that the Issuer selected to determine which Noteholders recorded in the Register will receive notice of the written resolution;

Final Broken Amount	the amount specified as such in the Applicable Pricing Supplement;
Final Redemption Amount	the amount of principal payable in respect of each Note upon final redemption thereof, as specified in the Applicable Pricing Supplement;
Financial Exchange	the JSE and/or such other or further financial exchange(s) as may be selected by the Issuer, subject to Applicable Laws;
Financial Markets Act	the Financial Markets Act, 2012 (as amended, supplemented, revised or republished from time to time);
Fixed Coupon Amount	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Fixed Rate Notes	Notes which will bear interest at one or more fixed rates, as specified in the Applicable Pricing Supplement and more fully described in Condition 6.1 (<i>Interest on Fixed Rate Notes</i>);
Floating Rate Notes	Notes which will bear interest as specified in the Applicable Pricing Supplement and more fully described in Condition 6.2 (<i>Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes</i>);
FX Linked Interest Notes	Notes in respect of which the amount of interest payable is calculated by reference to one or more foreign exchange rates as set out in the Applicable Pricing Supplement;
FX Linked Notes	FX Linked Interest Notes and/or FX Linked Redemption Notes, as the case may be;
FX Linked Redemption Notes	Notes in respect of which the Final Redemption Amount is calculated by reference to one or more foreign exchange rates as set out in the Applicable Pricing Supplement;
Implied Yield	the yield accruing on the Issue Price of Zero Coupon Notes, as specified in the Applicable Pricing Supplement;
Income Tax Act	The Income Tax Act, 1962 (as amended, supplemented, revised or republished from time to time);
Increased Cost Event	on, or after the Issue Date of the first Tranche of Notes in any Series of Notes, (a) due to the adoption of or any change in any Applicable Law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any Applicable Law or regulation (including any action taken by a taxing authority), the Issuer determines in good faith that it will incur a materially increased cost in performing its obligations under such Notes (including, without limitation, due to any tax liability, decrease

	in tax benefit or other adverse effect on its tax position);
Indexed Interest Notes	Notes in respect of which the Interest Amount is calculated by reference to such index and/or formula as specified in the Applicable Pricing Supplement;
Indexed Notes	an Indexed Interest Note and/or an Indexed Redemption Amount Note, as applicable;
Indexed Redemption Amount Notes	Notes in respect of which the Final Redemption Amount is calculated by reference to an index and/or a formula as specified in the Applicable Pricing Supplement;
Individual Certificate	<p>(a) <i>in respect of Registered Notes</i>: a Note in the definitive registered form of a single Certificate and any further Certificate issued in consequence of a transfer thereof;</p> <p>(b) <i>in respect of Bearer Notes</i>: a Note in the definitive bearer form of a single Certificate together with Coupons and/or Receipts, if applicable;</p> <p>(c) <i>in respect of Order Notes</i>: a Note in the definitive order form of a single Certificate together with Coupons and/or Receipts, if applicable;</p>
Initial Broken Amount	the amount specified as such in the Applicable Pricing Supplement;
Instalment Amount	the amount expressed as a percentage of the Nominal Amount of an Instalment Note, being an instalment of principal (other than the final instalment) on an Instalment Note;
Instalment Notes	Notes redeemable in Instalment Amounts by the Issuer on an amortised basis on different Instalment Dates, as specified in the Applicable Pricing Supplement;
Interest Amount	in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;
Interest Commencement Date	the first date from which interest on the Notes, other than Zero Coupon Notes, will accrue, as specified in the Applicable Pricing Supplement;
Interest Payment Date	if applicable in relation to a Tranche of Notes, the date(s) specified in the Applicable Pricing Supplement or if no such date(s) is/are specified in the Applicable Pricing Supplement, the last day of each Interest Period as may be adjusted in accordance with the relevant Business Day Convention (as specified in the Applicable Pricing Supplement);
Interest Period	each period commencing on, and including, the Interest Commencement Date or any Interest Payment Date up to, but excluding, the next Interest Payment Date;

Interest Rate	the rate or rates of interest applicable to Notes other than Zero Coupon Notes, as indicated in the Applicable Pricing Supplement;
Interest Determination Date	Rate means the date specified in the Applicable Pricing Supplement;
Interim Amount	if applicable in relation to a Tranche of Equity Linked Interim Amount Notes, means the interim amount per Note specified in the Applicable Pricing Supplement;
Interim Amount Payment Date	if applicable in relation to a Tranche of Equity Linked Interim Amount Notes, the date(s) specified in the Applicable Pricing Supplement as adjusted in accordance with the relevant Business Day Convention (as specified in the Applicable Pricing Supplement);
ISDA	International Swaps and Derivatives Association, Inc.;
ISDA Definitions	means the definitions specified in the Applicable Pricing Supplement, as amended and supplemented from time to time, provided that if no definitions are so specified, the 2006 ISDA Definitions published by ISDA, as amended and supplemented from time to time;
Issue Date	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Issue Price	means the price specified in the Applicable Pricing Supplement, this being the price at which the Issuer issues the Notes referred to in that Pricing Supplement;
Issuer	The Standard Bank of South Africa Limited (registration number 1962/000738/06), a public company incorporated in accordance with the laws of South Africa;
JSE	JSE Limited (registration number 2005/022939/06), a public company incorporated in accordance with the laws of South Africa, licensed as an exchange under the Financial Markets Act;
JSE Debt Guarantee Trust Fund	The guarantee fund trust operated by the JSE as a separate guarantee fund in terms of the rules of the JSE, as required by sections 8(1)(h) and 17(1)(w) of the Financial Markets Act or any successor fund;
Last Day to Register	with respect to a particular Series of Notes (as specified in the Applicable Pricing Supplement), the close of business on the Business Day immediately preceding the first day of a Books Closed Period;
London Business Days	means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign

	currency deposits) in London;
Mandatory Exchange	if specified in the Applicable Pricing Supplement, the obligation of the Issuer to redeem Exchangeable Notes on the Maturity Date by delivery of Exchange Securities to the relevant Noteholders of Exchangeable Notes;
Margin	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Maturity Date	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Maximum Redemption Amount	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Minimum Redemption Amount	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Mixed Rate Notes	Notes which will bear interest over respective periods at differing interest rates applicable to any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Indexed Notes, Equity Linked Notes or FX Linked Interest Notes, each as specified in the Applicable Pricing Supplement and as more fully described in Condition 6.3 (<i>Interest on Mixed Rate Notes</i>);
Nominal Amount	in relation to any Note, the total amount, excluding interest owing by the Issuer under the Note, as specified in the Applicable Pricing Supplement;
Noteholders and holder	the holders of the Registered Notes (as recorded in the Register) and/or the Bearers of the Bearer Notes and/or the holders of Beneficial Interests therein and/or the Payees of the Order Notes;
Noteholders' Exchange Right	if specified in the Applicable Pricing Supplement, the right of Noteholders of Exchangeable Notes to elect to receive delivery of the Exchange Securities in lieu of cash from the Issuer upon redemption of such Notes;
Notes	the notes issued or to be issued by the Issuer under the Programme and represented by a Certificate (if any), together with Receipts and/or Coupons (if any) or Uncertificated Notes;
New York Banking Days	means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York;
Optional Redemption Amount (Call)	in respect of any Note, its Nominal Amount or such other amount as may be specified in, or determined in accordance with, the Applicable Pricing Supplement;
Optional Redemption Amount	in respect of any Note, its Nominal Amount or such other

- (Put)** amount as may be specified in, or determined in accordance with, the Applicable Pricing Supplement;
- Optional Redemption Date(s) (Call)** the date(s) specified as such in the Applicable Pricing Supplement in relation to a Tranche of Notes pursuant to which the Issuer is specified as having an option to redeem in accordance with Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*). If no such date(s) is/are specified in the Applicable Pricing Supplement, the Optional Redemption Date(s) (Call) shall be the Interest Payment Date(s) (in the case of interest-bearing Notes) or, such other date(s) (in the case of non-interest-bearing Notes) stipulated as the date(s) for redemption of such Tranche of Notes or the relevant portion of such Tranche of Notes, as the case may be, in the notice delivered by the Issuer pursuant to Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*);
- Optional Redemption Date(s) (Put)** the date(s) specified as such in the Applicable Pricing Supplement in relation to a Tranche of Notes pursuant to which the Noteholders are specified as having an option to redeem in accordance with Condition 7.4 (*Early Redemption at the option of Noteholders (Put Option)*). If no such date(s) is/are specified in the Applicable Pricing Supplement, the Optional Redemption Date(s) (Put Option) shall be the Interest Payment Date(s) (in the case of interest-bearing Notes) or such other date(s) (in the case of non-interest-bearing Notes) stipulated as the date(s) for redemption of such Tranche of Notes or the relevant portion of such Tranche of Notes, as the case may be, in the Put Notice;
- Order Note** a Note payable to the Payee thereof, transferable by way of Endorsement and delivery in accordance with Condition 13.3 (*Transfer of Order Notes*) and the term "Order Note" shall include the rights to interest or principal represented by a Coupon or Receipt (if any) attached on issue to the Certificate evidencing such Order Note;
- Outstanding** in relation to the Notes, all the Notes issued other than:
- (a) those which have been redeemed in full;
 - (b) those in respect of which the date for redemption in accordance with the Terms and Conditions has occurred and the redemption moneys wherefore (including all interest (if any) accrued thereon to the date for such redemption and any interest (if any) payable under the Terms and Conditions after such date) remain available for payment against presentation of Certificates;
 - (c) those which have been purchased and cancelled as provided in Condition 7.12 (*Cancellation*);
 - (d) those which have become void under Condition 10 (*Prescription*);

- (e) Notes represented by those mutilated or defaced Certificates which have been surrendered in exchange for replacement Certificates pursuant to Condition 12 (*Exchange of Beneficial Interests and Replacement of Certificates in respect of Notes held in the Central Depository*);
- (f) (for the purpose only of determining how many Notes are Outstanding and without prejudice to their status for any other purpose), those Notes represented by Certificates alleged to have been lost, stolen or destroyed and in respect of which replacement Certificates have been issued pursuant to Condition 12 (*Exchange of Beneficial Interests and Replacement of Certificates in respect of Notes held in the Central Depository*),

provided that for each of the following purposes, namely:

- (1) the right to attend and vote at any meeting of the Noteholders; and
- (2) the determination of how many and which Notes are for the time being Outstanding for the purposes of Conditions 17 (*Meetings of Noteholders*) and 18 (*Modification*), all:
 - (i) Notes (if any) which are for the time being held by the Issuer (subject to any Applicable Law) or by any person for the benefit of the Issuer and not cancelled (unless and until ceasing to be so held); and
 - (ii) Receipts and Coupons,

shall be deemed not to be Outstanding;

Participants

in respect of Notes held in the Central Depository, depository institutions accepted by the Central Depository as participants in terms of the Financial Markets Act;

Partly Paid Notes

Unlisted Notes which are issued with the Issue Price partly paid and which Issue Price is paid up fully by the Noteholder in instalments (as specified in the Applicable Pricing Supplement);

Payee

a person reflected (either as the subscriber or by way of Endorsement) as the payee on a Certificate evidencing an Order Note or a Receipt or Coupon, attached thereto on issue, and to whom such Certificate, Receipt or Coupon (as the case may be) has been delivered;

Paying Agent

the Issuer, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Paying

	Agent, in which event that other entity shall act as a Paying Agent in respect of that particular Tranche or Series of Notes;
Payment Currency	South African Rand or, subject to all Applicable Laws and, in the case of Notes listed on the JSE, the Debt Listings Requirements, such other currency as specified in the Applicable Pricing Supplement;
Payment Day	any day which is a Business Day and upon which a payment is due by the Issuer in respect of the Notes;
Person	any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;
Physical Delivery Notes	Equity Linked Notes specified as Physical Delivery Notes in the Applicable Pricing Supplement as more fully described in Annex 2;
Previous Programme Memoranda	means the Credit Linked Note programme memorandum dated 30 November 2001 and the Structured Note Programme programme memoranda dated 1 February 2012, 1 March 2015, 1 January 2017 and 10 January 2019;
Prime Rate	the publicly quoted basic rate of interest (per cent., per annum, compounded monthly in arrears and calculated on a 365 (three hundred and sixty-five) day year (irrespective of whether or not the year is a leap year)) from time to time published by the SB Group as being its prime overdraft rate as certified by any authorised official of such bank, whose appointment, designation or authority need not be proved;
Programme	The Standard Bank of South Africa Limited ZAR60,000,000,000 Structured Note Programme;
Programme Amount	the maximum aggregate Nominal Amount of all Notes Outstanding that may be issued under the Programme at any one point in time being as at the Programme Date, ZAR60,000,000,000 (or its equivalent in other currencies) or such increased amount as is determined by the Issuer from time to time, subject to the Applicable Procedures, Applicable Law and the Programme Agreement, as set out in the section of this Programme Memorandum headed " <i>General Description of the Programme</i> ";
Programme Date	26 January 2021;
Programme Memorandum	this programme memorandum dated 26 January 2021 which will apply to all Notes issued under the Programme on or after the Programme Date and which in respect of such Notes, supersedes and replaces the Previous Programme Memoranda in their entirety;
Put Option	if specified as applicable in the Applicable Pricing Supplement,

the option of a Noteholder of Notes to require the Issuer to redeem the Notes in that Tranche of Notes held by the Noteholder, in whole or in part at the Optional Redemption Amount on the Optional Redemption Date in terms of Condition 7.4 (*Early Redemption at the option of Noteholders (Put Option)*);

Put Notice	a notice which must be delivered to the Paying Agent by any Noteholder wanting to exercise the Put Option;
Receipt	a receipt evidencing title to payment of an Instalment Amount payable on an Instalment Note which is a Bearer Note or an Order Note, attached upon issue to the Certificate evidencing such Instalment Note;
Redemption Amount	the Final Redemption Amount, the Optional Redemption Amount, the Early Redemption Amount or such other amount in the nature of a redemption amount, as appropriate, as may be specified in, or determined in accordance with the provisions of, the relevant Applicable Pricing Supplement;
Reference Price	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Reference Banks	<p>(a) for the purposes of Screen Rate Determination, means, in the case of a determination of ZAR-JIBAR-SAFEX, the principal Johannesburg office of four major banks in the Reference Rate Market, in the case of a determination of USD-LIBOR-BBA, the principal London office of four major banks in the Reference Rate Market, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Reference Rate Market, in each case selected by the Calculation Agent and in the case of a determination of a Reference Rate that is not ZAR-JIBAR-SAFEX, USD-LIBOR-BBA or EURIBOR, the principal office of four major banks in the Reference Rate Market; or</p> <p>(b) otherwise, has the meaning ascribed thereto in the Applicable Pricing Supplement;</p>
Reference Rate	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Reference Rate Market	means, the Johannesburg inter-bank market, in the case of a determination of ZAR-JIBAR-SAFEX, the London inter-bank market, in the case of a determination of USD-LIBOR-BBA, the Euro-zone inter-bank market, in the case of a determination of EURIBOR, or the inter-bank market specified in the Applicable Pricing Supplement, in all other cases;
Register	the register maintained by the Transfer Agent in terms of Condition 14 (<i>Register</i>) including any sub-register if applicable;

Registered Note	a Note issued in registered form and transferable in accordance with Condition 13.1 (<i>Transfer of Registered Notes</i>) and which may include Uncertificated Notes;
Regular Period	<p>(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;</p> <p>(b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date, where "Regular Date" means the day and month (but not the year) on which any Interest Payment Date falls; and</p> <p>(c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date to but excluding the next Regular Date, where "Regular Date" means the day and the month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;</p>
Relevant Date	<p>in respect of any payment relating to the Notes, the date on which such payment first becomes due, except that, in relation to monies payable to the Central Depository or Participants, as the case may be, in accordance with these Terms and Conditions, it means the first date on which:</p> <p>(a) the full amount of such monies have been received by the Central Depository or Participants, as applicable;</p> <p>(b) such monies are available for payment to the holders of Beneficial Interests; and</p> <p>(c) notice to that effect has been duly given to such holders in accordance with the Applicable Procedures;</p>
Relevant Screen Page	the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the Applicable Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

Relevant Time	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Representative	a person duly authorised to act on behalf of a Noteholder, who may be regarded by the Issuer, the Transfer Agent and the Paying Agent (all acting in good faith) as being duly authorised based upon the tacit or express representation thereof by such Representative, in the absence of express notice to the contrary from such Noteholder;
Sanctioning Body	means any one or a combination of the Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union, Her Majesty's Treasury and any other sanctioning body designated by the Issuer, from time to time;
SARB	the South African Reserve Bank;
SB Group	Standard Bank Group Limited and any of its subsidiaries;
Scheduled Maturity Date	with respect to Credit Linked Notes, has the meaning ascribed thereto in the Applicable Pricing Supplement;
SENS	The Securities Exchange News Service established by the JSE;
Series	a Tranche of Notes together with any further Tranche or Tranches of Notes which are: (i) expressed to be consolidated and form a single series; and (ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices;
Settlement Agent	in the case of Notes held in the Central Depository, a Participant, approved to perform electronic net settlement of both funds and scrip on behalf of market participants;
Solvent Reconstruction	the event where an order is made or an effective resolution is passed for the winding-up of the Issuer, other than under or in connection with a scheme of amalgamation or reconstruction involving a bankruptcy or insolvency where the obligations of the Issuer in relation to the outstanding Notes are assumed by the successor entity to which all, or substantially all, of the property, assets and undertaking of the Issuer are transferred or where an arrangement with similar effect not involving bankruptcy or insolvency is implemented;
South Africa	means the Republic of South Africa;
Specified Denomination	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Specified Office	the registered address of the Issuer as specified in the Applicable Pricing Supplement or such other address as the Issuer may specify by notice to the Noteholders which change

of address shall in each case be notified to the Noteholders in accordance with Condition 16 (*Notices*);

Specified Time	has the meaning ascribed thereto in the Applicable Pricing Supplement;
Tax Event	an event where, as a result of a Tax Law Change, (a) the Issuer has paid or will or would on the next Interest Payment Date be required to pay additional amounts as provided or referred to in Condition 9 (<i>Taxation</i>); or (b) in respect of the Issuer's obligation to make any payment of interest on the next following Interest Payment Date or any subsequent Interest Payment Date, the Issuer would not be entitled to claim a deduction in respect of computing its taxation liabilities in South Africa, or such entitlement is materially reduced, and in each case the Issuer cannot avoid the foregoing in connection with the Notes by taking measures reasonably available to it (such reasonable measures to exclude any requirement to instigate litigation in respect of any decision or determination of the South African Revenue Service that any such interest does not constitute a tax deductible expense);
Tax Law Change	a change or proposed change in, or amendment or proposed amendment to, the tax laws or regulations of South Africa, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such tax laws or regulations (including a holding by a court of competent jurisdiction), which actual or proposed change or amendment becomes effective on or after the date of issue of the Notes;
Trade Date	means the date as specified in the Applicable Pricing Supplement as such;
Tranche	in relation to any particular Series, all Notes which are identical in all respects (including as to listing);
Transfer Agent	the Issuer, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Transfer Agent, in which event that other entity shall act as a Transfer Agent in respect of that particular Tranche or Series of Notes;
Transfer Form	the written form for the transfer of a Registered Note, in the form approved by the Transfer Agent, and signed by the transferor and transferee;
Uncertificated Note	a Note that is an uncertificated security as contemplated in the Financial Markets Act;
Unwind Costs	means the amount specified in the Applicable Pricing Supplement, or if " <i>Standard Unwind Costs</i> " are specified in the Applicable Pricing Supplement, an amount determined by the Calculation Agent equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties

incurred by the Issuer or gains, including funding benefits, actually realised by the Issuer, in which case expressed as a negative number, in connection with the redemption of the Notes and the related unwind, termination, settlement, amendment or reestablishment of any hedge or related trading position, such amount to be apportioned *pro rata* amongst each nominal amount of Notes equal to the Nominal Amount;

USD and U.S. Dollars

means the lawful currency of the United States of America;

USD-LIBOR-BBA

means the rate for deposits in U.S. Dollars for a period of the Designated Maturity which appears on the Relevant Screen Page at the Relevant Time on the relevant Interest Rate Determination Date, or any successor rate;

ZAR and South African Rand

the lawful currency of South Africa, being South African Rand, or any successor currency;

ZAR-JIBAR-SAFEX

the mid-market rate for deposits in ZAR for a period of the Designated Maturity which appears on the Reuters Screen SAFEX Page as at 11h00, Johannesburg time on the relevant date, or any successor rate; and

Zero Coupon Notes

Notes which will be offered and sold at a discount to their Nominal Amount or at par and will not bear interest other than in the case of late payment.

2. ISSUE

2.1 Notes may be issued by the Issuer in Tranches pursuant to the Programme. A Tranche of Notes may, together with a further Tranche or Tranches, form a Series of Notes issued under the Programme, provided that the aggregate Nominal Amount of all Notes Outstanding under the Programme at any one point in time does not exceed the Programme Amount.

2.2 The Applicable Pricing Supplement for each Tranche of Notes is (to the extent relevant) incorporated herein for the purposes of those Notes and supplements these Terms and Conditions. The Applicable Pricing Supplement 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 those Notes.

3. FORM

3.1 General

3.1.1 A Tranche of Notes may be issued in the form of listed or unlisted Registered Notes, Bearer Notes or Order Notes as specified in the Applicable Pricing Supplement.

3.1.2 A Tranche of Notes may be listed on the JSE or on such other or further Financial Exchange(s) as may be determined by the Issuer, subject to any Applicable Laws. Unlisted Notes may also be issued under the Programme. Unlisted Notes are not regulated by the JSE. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed, on which Financial Exchange(s) they are to be listed (if

applicable) and, if such Tranche of Notes is to be listed on the JSE, the relevant platform or sub-market of the JSE on which such Tranche of Notes is to be listed. Notes listed on the JSE will be freely transferable and fully paid up.

3.2 **Registered Notes**

A Tranche of Registered Notes will be issued in certificated form, as contemplated in Condition 3.2.1 (*Notes issued in certificated form*), or in uncertificated form, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*), as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the JSE will be issued in uncertificated form and held in the Central Depository as contemplated in Condition 3.2.3 (*Beneficial Interests in Notes held in the Central Depository*). A Tranche of unlisted Notes may also be held in the Central Depository, as contemplated in Condition 3.2.3 (*Beneficial Interests in Notes held in the Central Depository*).

3.2.1 *Notes issued in certificated form*

Each Tranche of Registered Notes which is not listed on the JSE and/or held in the Central Depository may, subject to Applicable Laws and the Applicable Procedures, be issued in certificated form represented by an Individual Certificate.

All Registered Notes issued in certificated form will be represented by Individual Certificates.

3.2.2 *Notes issued in uncertificated form*

A Tranche of Registered Notes which is listed on the JSE will, and a Tranche of Registered Notes which is not listed on the JSE may, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act. Registered Notes issued in uncertificated form will be held in the Central Depository. Registered Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Registered Note which is represented by an Individual Certificate may be replaced by uncertificated securities in terms of section 33 of the Financial Markets Act.

3.2.3 *Beneficial Interests in Notes held in the Central Depository*

The Central Depository will hold Registered Notes issued in uncertificated form, subject to the Financial Markets Act and the CSD Procedures.

All amounts to be paid in respect of Registered Notes held in the Central Depository will be paid to the relevant Participants for the holders of Beneficial Interests in such Registered Notes.

A holder of a Beneficial Interest shall only be entitled to exchange such Beneficial Interest for Registered Notes represented by an Individual Certificate in accordance with Condition 12 (*Exchange of Beneficial Interests and Replacement of Certificates in respect of Notes held in the Central Depository*).

3.3 **Bearer Notes**

Bearer Notes will be issued in certificated form and will be evidenced by Individual Certificates. Bearer Notes, other than Zero Coupon Notes, may have Coupons (as indicated in the Applicable Pricing Supplement) attached to the Certificate on issue.

Instalment Notes which are Bearer Notes may have Receipts (as indicated in the Applicable Pricing Supplement) attached to the Certificate on issue.

3.4 **Order Notes**

Order Notes will be issued in certificated form and will be evidenced by Individual Certificates. Order Notes, other than Zero Coupon Notes, may have Coupons (as indicated in the Applicable Pricing Supplement) attached to the Certificate on issue. Instalment Notes which are Order Notes may have Receipts (as indicated in the Applicable Pricing Supplement) attached to the Certificate on issue.

3.5 **Denomination**

The Aggregate Nominal Amount, Payment Currency and Specified Denomination of a Tranche of Notes will be specified in the Applicable Pricing Supplement.

3.6 **Recourse to the JSE Debt Guarantee Fund Trust and/or the JSE Guarantee Fund**

The holders of Notes that are not listed on the JSE will have no recourse against the JSE, the JSE Debt Guarantee Fund Trust or the JSE Guarantee Fund, as applicable. Claims against the JSE Debt Guarantee Fund Trust or the JSE Guarantee Fund may only be made in respect of the trading of Notes listed on the JSE and can in no way relate to a default by the Issuer of its obligations under the Notes listed on the JSE. Any claims against the JSE Debt Guarantee Fund Trust or the JSE Guarantee Fund may only be made in accordance with the rules of the JSE Debt Guarantee Fund Trust or the JSE Guarantee Fund. Unlisted Notes are not regulated by the JSE.

4. **TITLE**

4.1 **Registered Notes**

4.1.1 *Registered Notes issued in certificated form (including Notes represented by Individual Certificates)*

Each holder of Registered Notes represented by an Individual Certificate will be named in the Register as the registered holder of such Registered Notes.

Title to Registered Notes will pass upon registration of transfer in the Register in accordance with Condition 13.1 (*Transfer of Registered Notes*).

The Issuer, the Transfer Agent and the Paying Agent shall recognise a holder of Registered Notes represented by an Individual Certificate as the sole and absolute owner of the Registered Notes registered in that Noteholder's name in the Register (notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) and shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust, express, implied or constructive, to which any Registered Note may be subject.

4.1.2 *Registered Notes issued in uncertificated form*

Each relevant CSDP's Nominee will be named in the Register as the registered holder of each Tranche of Registered Notes which is issued in uncertificated form, unless the Participant has set up a CSA account in the name of any holder of Registered Notes. In the event that the Participant has set up such CSA account in the name of an individual

holder, such individual Noteholder will be named in the Register as the registered holder of the relevant Registered Notes.

Title to Registered Notes issued in uncertificated form will pass upon registration of transfer in the Register in accordance with Condition 13.1 (*Transfer of Registered Notes*).

Each relevant CSDP's Nominee or the Noteholder where a CSA account has been set up as envisaged above (as the registered holder/s of such Registered Notes issued in uncertificated form named in the Register) will be treated by the Issuer, the Paying Agent, the Transfer Agent and the relevant Participant as the holder of that aggregate Nominal Amount of such Registered Notes issued in uncertificated form for all purposes, as applicable.

4.2 **Bearer Notes**

Title to Bearer Notes (including rights to Instalment Amounts and/or interest thereon, as applicable) will pass by delivery of the Certificate evidencing such Note or of the Receipt and/or Coupon relating thereto, as the case may be, in accordance with Condition 13.2 (*Transfer of Bearer Notes*). The Issuer, the Transfer Agent and the Paying Agent may deem and treat the Bearer of any such Certificate, Receipt or Coupon 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.

The disposal or acquisition of or dealing in Bearer Notes is subject to the prior written approval of the Minister of Finance (or a person authorised by the Minister of Finance) in accordance with Regulation 15 of the Exchange Control Regulation.

4.3 **Order Notes**

Title to Order Notes (including rights to Instalment Amounts and/or interest thereof, as applicable) will initially pass by Endorsement and delivery of the Certificate evidencing such Note or of the Receipt and/or Coupon relating thereto, as the case may be, in accordance with Condition 13.3 (*Transfer of Order Notes*). Any Certificate evidencing an Order Note or such Receipt or Coupon upon which the last Endorsement is an Endorsement in Blank shall be treated as a Bearer Note, for so long as not subject to further Endorsement. The Issuer, the Transfer Agent and the Paying Agent may deem and treat the Person who from the face of the Certificate, Receipt or Coupon relating to an Order Note appears to be the Payee thereto as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or notice of any previous loss or theft thereof) for all purposes and payment to such Person or their Representative shall discharge the Issuer from all liability to the Payee in relation to such Certificate, Receipt or Coupon, as the case may be, even if such Endorsement has been forged or made without authority. Provided the Issuer pays any amount due upon presentation and surrender of a Certificate evidencing an Order Note, or any Receipt or Coupon attached thereto on issue, in good faith, it shall not be incumbent upon the Issuer or the Transfer Agent to determine or prove that the Endorsement of the Payee making such Endorsement was made by or under the authority of the Person whose Endorsement it purports to be.

5. **STATUS OF NOTES**

Unless otherwise specified in the Applicable Pricing Supplement, the Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer which will at all times rank *pari passu* without preference or priority among themselves and, save for

certain debts required to be preferred by law, rank equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time owing, save for such obligations as may be preferred by provisions of law that are both mandatory from time to time outstanding and of general application.

6. INTEREST AND INTERIM AMOUNTS

If the Applicable Pricing Supplement so specifies, the Notes of any Tranche will bear interest from the Interest Commencement Date at the Interest Rate(s) specified in, or determined in accordance with, the Applicable Pricing Supplement or as otherwise specified in the Applicable Pricing Supplement and such interest will be payable in respect of each Interest Period on the Interest Payment Date(s) specified in the Applicable Pricing Supplement. The interest payable on the Notes of any Tranche for a period other than a full Interest Period shall be determined in accordance with the Applicable Pricing Supplement.

If the Applicable Pricing Supplement so specifies, the Notes of any Tranche of Equity Linked Interim Amount Notes will pay each Interim Amount in respect of each Note on each Interim Amount Payment Date specified in the Applicable Pricing Supplement.

6.1 Interest on Fixed Rate Notes

Interest on Fixed Rate Notes will be paid on the Interest Payment Dates specified in the Applicable Pricing Supplement.

6.1.1 *Accrual of Interest*

The Notes bear interest from the Interest Commencement Date at the Interest Rate payable in arrears on each Interest Payment Date, subject as provided in Condition 8 (*Payments*).

6.1.2 *Fixed Coupon Amount*

The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

6.1.3 *Calculation of Interest Amount*

The Interest Amount payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Interest Rate to either (i) the Calculation Amount, in the case of Notes represented by Individual Certificates or (ii) the aggregate outstanding Nominal Amount of the Notes if the Notes are issued in uncertificated form, and in each case, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Payment Currency (half a sub-unit being rounded upwards) and, if paragraph (i) applies, multiplying such rounded figure by a fraction equal to the Specified Denomination of such Note divided by the Calculation Amount or, if paragraph (ii) applies, *pro rating* such rounded figure amongst the Notes by reference to the Specified Denomination of such Note relative to the then aggregate Nominal Amount of Notes, provided that:

- (a) if an Initial Broken Amount is specified in the Applicable Pricing Supplement, then the first Interest Amount shall equal the Initial Broken Amount specified in the Applicable Pricing Supplement; and
- (b) if a Final Broken Amount is specified in the Applicable Pricing Supplement, then the final Interest Amount shall equal the Final Broken Amount specified in the Applicable Pricing Supplement.

6.2 **Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes**

6.2.1 *Accrual of Interest*

The Notes bear interest from the Interest Commencement Date at the Interest Rate or as otherwise specified in the Applicable Pricing Supplement payable in arrears on each Interest Payment Date, subject as provided in Condition 8 (*Payments*).

6.2.2 *Interest Rate for Floating Rate Notes*

The Interest Rate which is applicable to a Tranche of Floating Rate Notes for an Interest Period will be determined on the basis of Screen Rate Determination or on the basis of ISDA Determination or on such other basis as may be determined by the Issuer and specified in the Applicable Pricing Supplement.

6.2.3 *ISDA Determination including fallback provisions*

If:

- (i) ISDA Determination is specified in the Applicable Pricing Supplement as the manner in which the Interest Rate(s) is/are to be determined; and
- (ii) the Additional Fallback Provisions are specified as "Applicable" in the Applicable Pricing Supplement, subject as provided in the Additional Fallback Provisions (and for these purposes the Floating Rate Option shall be deemed to be a Relevant Benchmark),

the Interest Rate applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "**ISDA Rate**" for an Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if that Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- (b) the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- (c) the relevant Reset Date is either: (i) if the applicable Floating Rate Option is based on ZAR-JIBAR-SAFEX, the first day of that Interest Period; or (ii) in any other case, as specified in the Applicable Pricing Supplement.

"Floating Rate", **"Floating Rate Option"**, **"Designated Maturity"** and **"Reset Date"** have the meanings given to those expressions in the ISDA Definitions.

6.2.4 *Screen Rate Determination including fallback provisions*

If:

- (i) Screen Rate Determination is specified in the Applicable Pricing Supplement as the manner in which the Interest Rate is to be determined; and
- (ii) the Additional Fallback Provisions are specified as “Applicable” in the Applicable Pricing Supplement, subject as provided in the Additional Fallback Provisions (and for these purposes the Reference Rate shall be deemed to be a Relevant Benchmark),

the Interest Rate applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

- (b) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Rate Determination Date; or
- (c) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Rate Determination Date;
- (d) if, in the case of paragraph (b) above, such rate does not appear on that page or, in the case of paragraph (c) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (i) request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Rate Determination Date in question; and
 - (ii) determine the arithmetic mean of such quotations; and
- (e) if fewer than 3 (three) such offered quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Reference Rate Market, selected by the Calculation Agent, at approximately the Specified Time on the first day of the relevant Interest Period for loans in the Payment Currency to leading banks in the Reference Rate Market for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time;

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

6.2.5 *Indexed Interest*

If:

- (i) the Indexed Interest Note provisions are specified in the Applicable Pricing Supplement as being applicable; and
- (ii) the Additional Fallback Provisions are specified as “Applicable” in the Applicable Pricing Supplement, subject as provided in the Additional Fallback Provisions,

the Interest Rate(s) applicable to the Notes for each Interest Period will be determined in accordance with the manner specified in the Applicable Pricing Supplement.

6.2.6 *Equity Linked Interim Amounts*

If:

- (i) Equity Linked Interim Amount is specified in the Applicable Pricing Supplement as being applicable; and
- (ii) the Additional Fallback Provisions are specified as “Applicable” in the Applicable Pricing Supplement, subject as provided in the Additional Fallback Provisions,

the Interim Amount(s) applicable to the Notes for each Interim Amount Payment Date will be determined in the manner specified in the Applicable Pricing Supplement.

6.2.7 *FX Linked Interest*

If:

- (i) FX Linked Interest Notes are specified in the Applicable Pricing Supplement as being applicable; and
- (ii) the Additional Fallback Provisions are specified as “Applicable” in the Applicable Pricing Supplement, subject as provided in the Additional Fallback Provisions,

the Interest Rate(s) (if any) applicable to the Notes for each Interest Period will be determined in accordance with the manner specified in the Applicable Pricing Supplement.

6.2.8 *Maximum and/or Minimum Interest Rate or Interim Amount*

If the Applicable Pricing Supplement specifies a Maximum Interest Rate for any Interest Period, then the Interest Rate for such Interest Period shall in no event be greater than such Maximum Interest Rate and/or if it specifies a Minimum Interest Rate for any Interest Period, then the Interest Rate for such Interest Period shall in no event be less than such Minimum Interest Rate.

If the Applicable Pricing Supplement specifies a Maximum Interim Amount, Interim Amount Payment Date, then the Interim Amount for such Interim Amount Payment Date shall in no event be greater than such Maximum Interim Amount and/or if it specifies a

Minimum Interim Amount for any Interim Amount Payment Date, then the Interim Amount for such Interim Amount Payment Date shall in no event be less than such Minimum Interim Amount.

6.2.9 *Determination of Interest Rate or Interim Amount and Calculation of Interest Amount or Interim Amount*

The Calculation Agent will, at or as soon as practicable after each time at which the Interest Rate or Interim Amount is to be determined, determine the Rate of Interest for the relevant Interest Period or Interim Amount for the relevant Interim Amount Payment Date, as applicable.

The Calculation Agent will calculate the Interest Amount payable in respect of each Note for the relevant Interest Period (a) by applying the Interest Rate for such Interest Period to either (i) the Calculation Amount, in the case of Notes represented by Individual Certificates or (ii) the aggregate outstanding Nominal of the Notes if the Notes are issued in uncertificated form, and in each case, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Payment Currency (half a sub-unit being rounded upwards) and, if sub-paragraph (i) applies, multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount or, if sub-paragraph (ii) applies, *pro rating* such rounded figure amongst the Notes by reference to the Specified Denomination of the relevant Note relative to the then aggregate Nominal Amount of Notes or (b) as specified in the Applicable Pricing Supplement.

6.2.10 *Calculation of Other Amounts*

If the Applicable Pricing Supplement specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the Applicable Pricing Supplement.

6.2.11 *Publication*

The Calculation Agent will cause each Interest Rate or Interim Amount determined by it, together with the relevant Interest Payment Date or Interim Amount Payment Date, and any other amount(s) required to be determined by it, together with any relevant payment date(s) to be notified to the Issuer, the Paying Agent, the Transfer Agent, any Financial Exchange on which the relevant Floating Rate Notes are for the time being listed, as soon as possible after their determination and in any event in the case of Floating Rate Notes not later than the later of the day that is 3 (three) Business Days before the relevant Interest Payment Date and/or Interim Amount Payment Date and (where applicable) the relevant Interest Rate Determination Date for that Interest Period. Notice thereof shall also promptly be given to the Noteholders in accordance with Condition 16 (*Notices*).

Each Interest Rate or Interim Amount determined by the Calculation Agent, together with the relevant Interest Payment Date and/or Interim Amount Payment Date, and any other amount(s) required to be determined by it, together with any relevant payment date(s) shall be made available to the Noteholders in respect of any unlisted Floating Rate Notes promptly upon request.

The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the

relevant Interest Period. Any such amendment will be promptly notified to the Issuer and to the Noteholders in accordance with Condition 16 (*Notices*) and, if the relevant Tranche of Notes is listed on the JSE, the JSE and the Central Depository. If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Interest Amount but instead may publish only the Calculation Amount and Interest Amount in respect of a Note having the minimum Specified Denomination.

6.2.12 *Notifications etc to be final*

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6.2 (*Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes*) by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Paying Agent and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

6.3 **Interest on Mixed Rate Notes**

The Interest Rate calculated and each Interest Amount payable from time to time on Mixed Rate Notes shall be the Interest Rate calculated and the Interest Amount payable on any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Indexed Notes or FX Linked Interest Notes for respective periods, each as specified in the Applicable Pricing Supplement. During each such applicable period, the Interest Rate on the Mixed Rate Notes shall be determined and each relevant Interest Amount shall fall due for payment on the basis that and to the extent that such Mixed Rate Notes are Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Indexed Notes or FX Linked Interest Notes, as the case may be.

6.4 **Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue on the paid-up Nominal Amount of such Notes and otherwise as specified in the Applicable Pricing Supplement from the Interest Commencement Date.

6.5 **Interest on Instalment Notes**

In the case of Instalment Notes, interest will accrue on the amount outstanding on the relevant Note from time to time and otherwise as specified in the Applicable Pricing Supplement from the Interest Commencement Date.

6.6 **Interest on Unpaid Amounts**

Subject as provided in Credit Linked Condition 5 (*Accrual of Interest*), each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption. If on the date of redemption and upon due presentation of the Note, payment of principal is improperly withheld or refused, interest shall accrue at the SAFEX Overnight Deposit Rate (to be found on the Reuters Screen SAFEX page as at 11h00 (Johannesburg time)) from the date on which such amount is due and payable until the date on which all amounts due in respect of such Note have been paid.

In the event that the SAFEX Overnight Deposit Rate is not ascertainable from the relevant screen page at the time contemplated above, the Calculation Agent shall follow the procedure contemplated in Condition 6.2.4 (*Screen Rate Determination including fallback provisions*) to ascertain a rate.

6.7 **Notes listed on the JSE**

The amount of any interest payable in respect of the Notes in terms of this Condition 6 (*Interest and Interim Amounts*) will be announced on SENS at least 3 (three) Business Days before the relevant Interest Payment Date.

6.8 **Business Day Convention**

If any Interest Payment Date or Interim Amount Payment Date (or other date) which is specified in the Applicable Pricing Supplement to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (a) the "**Floating Rate Business Day Convention**", such Interest Payment Date or Interim Amount Payment Date (or other date) shall in any case where Interest Periods are specified in accordance with Condition 6.2 (*Interest on Floating Rate Notes, Indexed Notes, FX Linked Interest Notes and Interim Amounts payable in respect of Equity Linked Notes*), be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event: (i) such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day; and (ii) each subsequent Interest Payment Date (or other date) shall be the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the Applicable Pricing Supplement after the preceding applicable Interest Payment Date (or other date) has occurred; or
- (b) the "**Following Business Day Convention**", such Interest Payment Date or Interim Amount Payment Date (or other date) shall be postponed to the next day which is a Business Day; or
- (c) the "**Modified Following Business Day Convention**", such Interest Payment Date or Interim Amount Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other such date) shall be brought forward to the first preceding Business Day; or
- (d) the "**Preceding Business Day Convention**", such Interest Payment Date or Interim Amount Payment Date (or other date) shall be brought forward to the first preceding Business Day.

7. **REDEMPTION AND PURCHASE**

A Tranche of Notes will, subject to Credit Linked Condition 1 (*Redemption Following the Occurrence of a Credit Event*) in the case of Credit Linked Notes or as otherwise specified in the Terms and Conditions, be redeemed on the Maturity Date in accordance with Condition 7.1 (*Scheduled Redemption*). If the "*Early Redemption at the option of the Issuer (Call Option)*" and/or "*Early Redemption at the option of the Noteholders of Notes (Put Option)*" and/or "*Early Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law*" is specified as applicable in the Applicable Pricing Supplement, a Tranche of Notes may, or upon the occurrence of an

Event of Default as set out in Condition 11 (*Events of Default*), will be redeemed prior to its Maturity Date in accordance with this Condition 7 (*Redemption and Purchase*).

7.1 **Scheduled Redemption**

Unless previously redeemed or purchased and cancelled as specified below, the Notes will be redeemed:

- (a) subject to Credit Linked Condition 1 (Redemption Following the Occurrence of a Credit Event) in the case of Credit Linked Notes, at the Final Redemption Amount on the Maturity Date, subject to the provisions contained in Condition 8 (Payments); or
- (b) in the case of FX Linked Notes that are physically settled, by Delivery of the FX Deliverable Obligations comprising the FX Entitlement in accordance with FX Linked Note Condition 1(b)(iv)(A) below, subject to the provisions contained in Annex 3 (*Additional FX Linked Note Terms and Conditions*); or
- (c) in the case of Notes that are Physical Delivery Notes that are Equity Linked Redemption Notes, by delivery of the Entitlement on the Maturity Date, subject to the provisions contained in Annex 2 (*Additional Equity Linked Note Terms and Conditions*).

7.2 **Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law**

If so specified in the Applicable Pricing Supplement, the Issuer may redeem the Notes of any Tranche of Notes in whole, but not in part:

- (a) at any time (if neither the Floating Rate Note provisions nor the Indexed Note provisions are specified in the Applicable Pricing Supplement as being applicable or, if they are, such provisions are not applicable at the time of redemption); or
- (b) on any Interest Payment Date (if the Floating Rate Note Provisions or the Indexed Note provisions are specified in the Applicable Pricing Supplement as being applicable and are applicable at the time of redemption),

on giving not less than 30 (thirty) nor more than 60 (sixty) days' notice to the Noteholders and to the Transfer Agent and the Paying Agent (which notice shall be irrevocable in accordance with Condition 16 (*Notices*), at their Early Redemption Amount, following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law, provided, however, that no such notice of redemption shall be given earlier than:

- (A) where the Notes may be redeemed at any time, 90 (ninety) days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts or would be entitled (as such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities; or
- (B) where the Notes may be redeemed only on an Interest Payment Date or Interim Amount Payment Date, 60 (sixty) days prior to the Interest Payment Date or Interim Amount Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts or would not be entitled (or such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities.

Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Paying Agent (A) a certificate signed by two authorised officers 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 (B) an opinion of independent legal advisers of recognised standing to the effect that a Tax Event and/or Increased Cost Event and/or Change in Law has occurred. Upon the expiry of any such notice as is referred to in this Condition 7.2 (*Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law*), the Issuer shall be bound to redeem the Notes in accordance with this Condition 7.2 (*Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law*).

7.3 **Early Redemption at the option of the Issuer (Call Option)**

If the Issuer is specified in the Applicable Pricing Supplement as having an option to redeem, the Notes may, be redeemed at the option of the Issuer in whole or, if so specified in the Applicable Pricing Supplement, in part upon the Issuer having given not less than 15 (fifteen) and not more than 60 (sixty) days', or such other period as specified in the Applicable Pricing Supplement, notice to the Noteholders in accordance with Condition 16 (*Notices*) and to the Transfer Agent (which notices shall be irrevocable), to redeem all or some of the Notes then Outstanding on the Optional Redemption Date(s) (Call) and at the Optional Redemption Amount(s) (Call) specified in, or determined in the manner specified in, the Applicable Pricing Supplement together, if appropriate, with interest accrued up to (but excluding) the Optional Redemption Date(s) (Call).

Any such redemption amount must be of a nominal amount equal to or greater than the Minimum Redemption Amount or equal to or less than a Higher Redemption Amount, both as specified in the Applicable Pricing Supplement, if applicable, provided that if Unwind Costs are specified in the Applicable Pricing Supplement as applicable, the Optional Redemption Amount(s) (Call) may be reduced by Unwind Costs. In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemable Notes**") will, in the case of Redeemable Notes represented by Individual Certificates, be individually selected by lot and not more than 30 (thirty) days prior to the date fixed for redemption (such date of selection being hereinafter called the "**Selection Date**").

A list of the serial numbers of the Individual Certificates (and in the case of Redeemable Notes which are Bearer Notes or Order Notes, the relevant Receipts and/or Coupons) will be published in accordance with Condition 16 (*Notices*) not less than 10 (ten) days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes represented by Individual Certificates shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Individual Certificates outstanding bears to the aggregate Nominal Amount of the Notes Outstanding, in each case on the Selection Date, provided that such first mentioned Nominal Amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination and the aggregate Nominal Amount of Redeemed Notes issued in uncertificated form shall be equal to the balance of the Redeemed Notes. No exchange of Beneficial Interests in Uncertificated Notes for Individual Certificates will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*) and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 16 (*Notices*) at least 5 (five) days prior to the Selection Date.

Holders of Redeemable Notes shall surrender the Individual Certificates, together with Receipts and Coupons (if any) relating to the Notes in accordance with the provisions of the notice given to them by the Issuer as contemplated above. Where only a portion of the Notes represented by such Certificates, Receipts and Coupons (as applicable) are redeemed, the Transfer Agent shall deliver new Individual Certificates, Receipts and Coupons (as applicable) to such Noteholders in respect of the balance of the Notes.

7.4 **Early Redemption at the option of Noteholders (Put Option)**

If the Noteholders of Notes are specified in the Applicable Pricing Supplement as having an option to put any Notes, the Issuer shall, at the option of the Noteholders of such Tranche of Notes, redeem the Notes on the Optional Redemption Date(s) (Put) specified in the relevant Put Notice or in the Applicable Pricing Supplement, as the case may be, at the relevant Optional Redemption Amount(s) (Put) together with interest (if any) accrued to such date, provided that if Unwind Costs are specified in the Applicable Pricing Supplement as applicable, the Optional Redemption Amount(s) (Put) may be reduced by Unwind Costs. If the Optional Redemption Amount(s) (Put) is to be reduced by the Issuer for Unwind Costs, within 3 (three) Business Days of receipt of the Put Notice the Issuer shall advise the Noteholder in writing (the "**Optional Redemption Amount(s) (Put) Amendment Notice**") as to the amount of the relevant Unwind Costs and the Noteholder shall have the option of revising the Put Notice or of persisting with the redemption at the amount indicated in the Put Notice as reduced by the Unwind Costs. The Noteholder shall notify the Issuer of its election within 3 Business Days of receipt of the Optional Redemption Amount(s) (Put) Amendment Notice.

In order to exercise the option contained in this Condition 7.4 (*Early Redemption at the option of Noteholders (Put Option)*), the Noteholders of such Notes must, not less than 30 (thirty) nor more than 60 (sixty) days, or such other period as specified in the Applicable Pricing Supplement, before the relevant Optional Redemption Date(s) (Put), surrender the Individual Certificates (if any) relating to such Notes with the Paying Agent in accordance with Condition 16 (*Notices*), together with a duly completed Put Notice. The Optional Redemption Amount(s) (Put) specified in such Put Notice in respect of any such Note must be of a nominal amount equal to or greater than the Minimum Redemption Amount or equal to or less than the Higher Redemption Amount, each as specified in the Applicable Pricing Supplement, if applicable.

Where a Noteholder puts Notes represented by an Individual Certificate, such Noteholder shall deliver the Individual Certificate, together with Receipts and/or Coupons (if any), to the Transfer Agent for cancellation by attaching it to a Put Notice. A holder of an Individual Certificate shall specify its payment details in the Put Notice for the purposes of payment of the Optional Redemption Amount.

The delivery of Put Notices shall be required to take place during normal office hours of the Transfer Agent. Pro forma Put Notices shall be available from the Specified Office of the Issuer.

Any Put Notice given by a holder of any Note pursuant to this Condition 7.4 (*Early Redemption at the option of Noteholders (Put Option)*) shall be irrevocable except where after giving the notice, but prior to the due date of redemption, an Event of Default shall have occurred and be continuing in which event such Noteholder, at its option, may elect by notice to the Issuer and the Transfer Agent to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 11 (*Events of Default*).

7.5 **Early Redemption upon the occurrence of an Event of Default**

Upon the occurrence of an Event of Default and receipt by the Issuer of a written notice declaring Notes held by the relevant Noteholder to be forthwith due and payable in accordance with Condition 11 (*Events of Default*), such Notes shall, become forthwith due and payable at the Early Redemption Amount in the manner set out in Condition 7.7 (*Early Redemption Amounts*), together with interest (if any) to the date of payment, in accordance with Condition 11 (*Events of Default*).

7.6 **Intervening Credit Event in the case of Credit Linked Notes**

Any obligation on the part of the Issuer to redeem a Credit Linked Note pursuant to the provisions of Condition 7.2 (*Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law*), Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*) or Condition 7.4 (*Early Redemption at the option of Noteholders (Put Option)*), shall terminate upon the occurrence before the performance of such obligation of a Credit Event.

7.7 **Early Redemption Amounts**

For the purpose of Condition 7.2 (*Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law*) and Condition 11 (*Events of Default*) (and otherwise as stated herein), the Notes will be redeemed at the Early Redemption Amount specified or determined in the manner specified in the Applicable Pricing Supplement, or if no such amount or manner is specified in the Applicable Pricing Supplement, at the Early Redemption Amount calculated as follows:

- (a) in the case of Notes with a Final Redemption Amount equal to the Nominal Amount, at the Final Redemption Amount thereof; or
- (b) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price (to be determined in the manner specified in the Applicable Pricing Supplement), at that Final Redemption Amount or, if no such amount or manner is so specified in the Pricing Supplement, at their Nominal Amount; or
- (c) in the case of Zero Coupon Notes, at an amount (the "**Accreted Face Amount**") equal to:

$$\text{Nominal Amount} \times \text{Reference Price} \times (1 + \text{Implied Yield}/n)^{(n \times (\text{Days} / 365))},$$

where:

“Days” is the number of calendar days from and including the Issue Date, until but excluding, the date on which the notes are redeemed early;

“n” is equal to:

- (i) 1, if the Implied Yield, as specified in the Applicable Pricing Supplement, is specified as naca; or
- (ii) 2, if the Implied Yield, as specified in the Applicable Pricing Supplement, is specified as nacs.

Where the Implied Yield is not specified in the Applicable Pricing Supplement, the Implied Yield will be determined by the Calculation Agent with reference to the Issue Price, Issue Date, Nominal Amount and Maturity Date of the Notes.

Provided that if Unwind Costs are specified in the Applicable Pricing Supplement as applicable, the Early Redemption Amount determined in accordance with this Condition 7.7 (*Early Redemption Amounts*) may be reduced by Unwind Costs.

Where such calculation is to be made for a period which is not a whole number of years, it shall be calculated on the basis of actual days elapsed divided by 365, or such other calculation basis as may be specified in the Applicable Pricing Supplement.

7.8 **Instalment Notes**

Instalment Notes will be redeemed at the Instalment Amounts and on the Instalment Dates. In the case of early redemption in accordance with Condition 7.2 (*Redemption following the occurrence of a Tax Event and/or Increased Cost Event and/or Change in Law*) or 7.7 (*Early Redemption Amounts*), the Early Redemption Amount will be determined pursuant to this Condition 7 (*Redemption and Purchase*).

7.9 **Partly Paid Notes**

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 7 (*Redemption and Purchase*) and the Applicable Pricing Supplement.

7.10 **Exchangeable Notes**

If the Notes are Exchangeable Notes, they will be redeemed, whether at maturity, early redemption or otherwise in the manner specified in the Applicable Pricing Supplement. Exchangeable Notes, in respect of which Mandatory Exchange is specified in the Applicable Pricing Supplement as applying, or upon the exercise by the Noteholder of the Noteholder's Exchange Right (if applicable), will be redeemed by the Issuer delivering to each Noteholder so many of the Exchange Securities as are required in accordance with the Exchange Price. The delivery by the Issuer of the Exchange Securities in the manner specified in the Applicable Pricing Supplement shall constitute the in specie redemption in full of such Notes.

7.11 **Purchases**

Subject to the Debt Listings Requirements and the requirements of any applicable additional Financial Exchange(s), the Issuer or any of its subsidiaries may at any time purchase Notes (including all unmatured Coupons and Receipts) at any price in the open market or otherwise.

7.12 **Cancellation**

All Notes which are redeemed or purchased by the Issuer or any of its subsidiaries may, at its option be cancelled and may, if cancelled, not be reissued or resold. Where only a portion of Notes represented by a Certificate are cancelled, the Transfer Agent shall deliver a Certificate to such Noteholder in respect of the balance of the Notes.

8. PAYMENTS

8.1 General

Only Noteholders named in the Register at 17h00 (Johannesburg time) on the relevant Last Day to Register shall be entitled to payment of amounts due and payable in respect of Registered Notes.

All payments of all amounts (whether in respect of principal, interest, Interim Amounts or otherwise) due and payable in respect of any Notes shall be made by the Issuer (where the Issuer itself acts as Paying Agent) or the Paying Agent on behalf of the Issuer (where the Issuer has appointed a third party to act as Paying Agent), as the case may be, on the terms and conditions of the Agency Agreement (if any) and this Condition 8 (*Payments*).

All references in this Condition 8 (*Payments*) to "*Paying Agent*" shall be construed as references to the Issuer (where the Issuer itself acts as Paying Agent) or the Paying Agent on behalf of the Issuer (where the Issuer has appointed a third party entity to act as Paying Agent), as the case may be.

Payments will be subject in all cases to any fiscal or other laws, directives and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation*).

8.2 Payments – Registered Notes/Certificated and Uncertificated

8.2.1 *Method of payment*

The Paying Agent shall pay all amounts due and payable in respect of any Registered Notes in immediately available and freely transferable funds, in the Payment Currency, by electronic funds transfer, to the bank account of:

8.2.1.1 if the Applicable Pricing Supplement specifies that the Notes are held in the Central Depository, the relevant Participants with whom the registered Noteholder/s of such Notes maintains a securities account in respect of the Note/s; and

8.2.1.2 if the Applicable Pricing Supplement specifies that the Note(s) are represented by an Individual Certificate, the person named as the registered Noteholder of such Notes in the Register or, in the case of joint registered Noteholders, the bank account of the first one of them named in the Register in respect of such Notes; provided that if several persons are entered into the Register as joint registered Noteholders of such Notes then, without affecting the previous provisions of this Condition 8 (*Payments*), payment to any one of them shall be an effective and complete discharge by the Issuer of the amount so paid, notwithstanding any notice (express or otherwise) which the Paying Agent and/or the Issuer may have of the right, title, interest or claim of any other person to or in any such Notes.

8.2.2 Neither the Issuer nor the Paying Agent shall be responsible for the loss in transmission of any such funds, and payment of any amount into the bank accounts referred to above, in accordance with Condition 8.2.1 (*Method of payment*), shall be satisfaction *pro tanto*, to the extent of such amount, of the Issuer's obligations to the Noteholders under the relevant Registered Notes and the applicable Terms and Conditions.

8.2.3 *Beneficial Interest*

Each of the persons shown in the records of the Central Depository, as the holders of Beneficial Interests in the Notes, must look solely to the Central Depository or its Participant, as applicable, for such person's share of each payment so made by the Paying Agent, on behalf of the Issuer, to or for the order of the registered Noteholder of such Notes, being the registered Noteholder's Participant or each relevant CSDP's Nominee (if the Applicable Pricing Supplement specifies that the Notes are held in the Central Depository).

Neither the Paying Agent nor the Issuer will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests or for maintaining, supervising or reviewing any records relating to Beneficial Interests.

8.2.4 *Surrender of Individual Certificates*

Payments of principal in respect of any Registered Note(s) which is/are represented by Individual Certificate(s) shall be made to the Noteholder(s) of such Registered Note(s) only if, prior to the date on which the relevant Tranche of Notes are redeemed, such Individual Certificate(s) shall have been surrendered to the Transfer Agent at its Specified Office.

If the relevant Individual Certificate is not surrendered to the Transfer Agent at its Specified Office in accordance with this Condition 8.2.4 (*Surrender of Individual Certificates*), the amount of principal payable to the Noteholder of the Registered Note(s) represented by that Individual Certificate shall be retained by the Paying Agent for such Noteholder, at the latter's risk, until that Individual Certificate shall have been surrendered to the Transfer Agent at its Specified Office, and such Noteholder will not be entitled to any interest and/or other payments in respect of any delay in payment occasioned as a result of such failure to surrender such Individual Certificate.

8.3 **Payments – Bearer Notes**

8.3.1 *Payments in respect of Bearer Notes represented by Individual Certificates*

Payments of interest or Interim Amounts in respect of Bearer Notes will be made to the Bearer only against presentation and surrender by the Bearer or its Representative of the relevant Coupon or (in respect of interest bearing Bearer Notes issued without Coupons) only against presentation by the Bearer or its Representative of the relevant Certificate to the Paying Agent at its Specified Office.

Payments of Instalment Amounts in respect of Bearer Notes will be made to the Bearer only following presentation and surrender by the Bearer or its Representative of the relevant Receipt to the Paying Agent at its Specified Office. Payments of the final instalment of principal in respect of Bearer Notes which are Instalment Notes, or of the principal of all other Bearer Notes, will be made to the Bearer only following presentation and surrender by the Bearer or its Representative of the Certificate evidencing such Bearer Notes to the Paying Agent at its Specified Office.

Upon presentation and/or surrender as aforesaid, the Bearer or its Representative shall be required to nominate in writing to the Paying Agent a bank account within South Africa (or any Other Banking Jurisdiction specified in the Applicable Pricing Supplement) into which the relevant payment must be made and provide details of its address (being an address within South Africa or any Other Banking Jurisdiction specified in the Applicable Pricing Supplement).

8.4 **Payments – Order Notes**

Payments of interest or Interim Amounts in respect of Order Notes will be made to the Payee only following presentation and surrender by the Payee or its Representative of the relevant Coupon or (in respect of interest bearing Order Notes issued without Coupons) only against presentation by the Payee or its Representative of the relevant Certificate to the Paying Agent at its Specified Office.

Payments of Instalment Amounts in respect of Order Notes will be made to the Noteholder only following presentation and surrender by the Payee or its Representative of the relevant Receipt to the Paying Agent at its Specified Office. Payments of the final instalment of principal in respect of Order Notes which are Instalment Notes, or of the principal of all other Order Notes, will be made to the Payee only following presentation and surrender by the Payee or its Representative of the Certificate evidencing such Order Notes.

Upon presentation and/or surrender as aforesaid, the Payee or its Representative shall be required to nominate in writing to the Paying Agent a bank account within South Africa (or any Other Banking Jurisdiction specified in the Applicable Pricing Supplement) into which the relevant payment must be made and provide details of its address (being an address within South Africa or any Other Banking Jurisdiction specified in the Applicable Pricing Supplement).

8.5 **Method of Payment**

Payments of interest, Interim Amounts and principal will be made in the Payment Currency by electronic funds transfer.

If the Issuer is prevented or restricted, directly or indirectly, from making any payment by electronic funds transfer in accordance with the preceding paragraph by reason of the occurrence of a strike, lockout, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or disturbances, cessation of labour, Government interference or control or any other cause or contingency beyond the control of the Issuer (each a “**Payment Disruption Event**”), then:

- (a) the Issuer shall as soon as practicable notify the Noteholders of the relevant Notes of the occurrence of such Payment Disruption Event in accordance with Condition 16 (*Notices*); and
- (b) the:
 - (i) Issuer's obligation to pay the interest, principal, Interim Amount or any such other amounts in respect of the relevant Notes (the “**Affected Amount**”) shall be postponed to; and

- (ii) date on which any such Affected Amount shall be due and payable in respect of the relevant Notes shall be extended to,

a date falling 14 calendar days (or such other date as may be determined by the Calculation Agent and notified to the Noteholders in accordance with Condition 16 (*Notices*)) after the date on which the Payment Disruption Event is no longer occurring and notice thereof shall be given to the relevant Noteholders in accordance with Condition 16 (*Notices*).

In the case of joint Noteholders of Registered Notes payment by electronic funds transfer will be made to the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Notes.

Payments will be subject in all cases to any taxation or other laws, directives and regulations applicable thereto in the place of payment, but subject to the provisions of Condition 9 (*Taxation*).

8.6 Surrender of Certificates, Receipts and Coupons

No payment in respect of the final redemption of a Registered Note shall be made until 10 (ten) days after the date on which the Certificate in respect of the Note to be redeemed has been surrendered to the Paying Agent.

Payments of interest or Interim Amounts in respect of Bearer Notes or Order Notes shall be made in accordance with Condition 8.5 (*Method of Payment*) only following presentation and surrender of the relevant Coupon (if any) to the Paying Agent.

Payments of Instalment Amounts in respect of Instalment Notes which are Bearer Notes or Order Notes shall be made by the Issuer in accordance with Condition 8.5 (*Method of Payment*) only following presentation and surrender of the relevant Receipt to the Paying Agent.

No payment in respect of the final redemption of a Bearer Note or Order Note shall be made until the later of:

- (a) the Relevant Date; and
- (b) the date on which the Certificate in respect of the Note to be redeemed has been presented and surrendered to the Paying Agent.

Upon final redemption as aforesaid, all unmatured Coupons relating to Bearer Notes or Order Notes, as the case may be, (whether or not surrendered with the relevant Certificate) shall become void and no payment shall be made thereafter in respect of them.

Documents required to be presented and/or surrendered to the Paying Agent in accordance with these Terms and Conditions shall be so presented and/or surrendered at the office of the Paying Agent specified in the Applicable Pricing Supplement.

Holders of Uncertificated Notes are not required to present and/or surrender any documents of title.

8.7 **Payment Day**

If the date for payment of any amount in respect of any unlisted Note is not a Business Day and is not subject to adjustment in accordance with a Business Day Convention, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place for payment and shall not be entitled to further interest or other payment in respect of any such delay.

8.8 **Interpretation of principal and interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 8.5 (*Method of Payment*);
- (b) the Final Redemption Amount of the Notes or the Early Redemption Amount of the Notes, as the case may be;
- (c) the Optional Redemption Amount(s) (if any) of the Notes;
- (d) in relation to Instalment Notes, the Instalment Amounts;
- (e) in relation to Zero Coupon Notes, the Accreted Face Amount (as defined under Condition 7.7 (*Early Redemption Amounts*)); and
- (f) any premium and any other amounts which may be payable under or in respect of the Notes, but excluding for the avoidance of doubt, interest and Interim Amounts.

Any reference in these Terms and Conditions to interest and Interim Amounts in respect of the Notes shall include, as applicable, any additional amounts which may be payable with respect to interest and Interim Amounts under Condition 9 (*Taxation*).

9. **TAXATION**

9.1 A Noteholder whose Notes are redeemed shall pay all Taxes payable in connection with the payment of the Interest Amounts, or the redemption of such Notes and/or the payment of the Final Redemption Amount and/or the Optional Redemption Amount and/or the Early Redemption Amount and/or the Credit Event Redemption Amount as a result of such redemption. The Issuer is not liable for or otherwise obliged to pay any Taxes that may arise as a result of the ownership, transfer, redemption or enforcement of any Note.

9.2 All payments of principal and interest and Interim Amounts in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of South Africa or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

9.3 In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence

of such withholding or deduction except that no such additional amounts shall be payable with respect to any Note:

- 9.3.1 held by or on behalf of a Noteholder, who is liable for such taxes or duties in respect of such Note by reason of his having some connection with South Africa other than the mere holding of such Note or the receipt of principal or interest in respect thereof; or
 - 9.3.2 held by or on behalf of a Noteholder who would not be liable or subject to the withholding or deduction by making a declaration of non-residency or other similar claim for exemption to the relevant tax authority (the effect of which is not to require the disclosure of the identity of the relevant Noteholder); or
 - 9.3.3 where such withholding or deduction is in respect of taxes levied or imposed on interest or principal payments only by virtue of the inclusion of such payments in the taxable income (as defined in section 1 of the Income Tax Act) or taxable capital gain (as defined in paragraph 1 of Schedule 8 to the Income Tax Act) of any Noteholder; or
 - 9.3.4 more than 30 (thirty) days after the Relevant Date except to the extent that the Noteholder thereof would have been entitled to an additional amount on presenting the same for payment on such 30th thirtieth day; or
 - 9.3.5 if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of disputers or alleged tax defaulters.
- 9.4 Notwithstanding any other provision in these Conditions, the Issuer, and the Paying Agents, shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the US IRS (FATCA withholding). The Issuer will have no obligation to pay additional amounts or otherwise indemnify a holder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of FATCA withholding.
- 9.5 Any reference in these Terms and Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under these Terms and Conditions or under any undertakings given in addition to, or in substitution for, these Terms and Conditions.

10. PRESCRIPTION

The Notes, Receipts and Coupons will prescribe unless presented for payment of principal and interest within a period of three years after the Relevant Date therefor save that any Certificate, Receipt or Coupon constituting a "*bill of exchange or other negotiable instrument*" in accordance with section 11 of the Prescription Act, 1969 (as amended supplemented, revised or republished from time to time), will prescribe unless presented for payment of principal and interest within a period of 6 (six) years from the Relevant Date thereof.

11. EVENTS OF DEFAULT

An Event of Default in relation to the Notes shall arise if any one or more of the following events shall have occurred and be continuing:

- (a) *Non-payment*: the failure by the Issuer to pay within 7 (seven) Business Days from the due date any amount due in respect of any of the Notes; or
- (b) *Breach of other obligations*: the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes and such default remains unremedied for 30 (thirty) days after written notice thereof has been delivered by any Noteholder to the Issuer or to the Specified Office of the Transfer Agent (addressed to the Issuer); or
- (c) *Insolvency, winding-up etc*: the granting of an order by any competent court or authority for the liquidation, curatorship, winding-up or dissolution of the Issuer, whether provisionally (and not dismissed or withdrawn within 30 (thirty) days thereof) or finally, or the placing of the Issuer under voluntary liquidation or curatorship, provided that no liquidation, curatorship, winding-up or dissolution shall constitute an event of default if: (i) the liquidation, curatorship, winding-up or dissolution is for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the SB Group; or (ii) in the case of the Issuer, in respect of a Solvent Reconstruction; or (iii) the liquidation, curatorship, winding-up or dissolution is for purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement, the terms of which were approved by Extraordinary Resolution or an Extraordinary Written Resolution of Noteholders before the date of the liquidation, curatorship, winding-up or dissolution; or
- (d) *Failure to take action*: any action, condition or thing (including the obtaining of any consent, licence, approval or authorisation) now or hereafter necessary to enable the Issuer to comply with its obligations under the Programme for the issuance of the Notes is not taken, fulfilled or done, or any such consent, licence, approval or authorisation shall be revoked, modified, withdrawn or withheld or shall cease to remain in full force and effect, resulting in the Issuer being unable to perform any of its payment or other obligations in terms of the Notes or the Programme for the issuance of the Notes.

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify all Noteholders and, in respect of listed Notes, shall notify the JSE and announce on SENS, within one Business Day after becoming aware that such Event of Default has occurred, the details of such Event of Default, and shall further notify (i) to the extent that there are any uncertificated Notes outstanding, the Central Depository and (ii) if and for so long as any Notes are listed on any other Financial Exchange, such Financial Exchange, of such details.

Upon the happening of an Event of Default, any holder of Notes may, by written notice to the Issuer at its registered office, effective upon the date of receipt thereof by the Issuer, declare the Notes held by such Noteholder to be forthwith due and payable. Upon receipt of that notice, such Notes shall become forthwith due and payable at the Early Redemption Amount, together with accrued interest (if any) to the date of payment.

12. EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF CERTIFICATES IN RESPECT OF NOTES HELD IN THE CENTRAL DEPOSITORY

12.1 Exchange of Beneficial Interests

12.1.1 The holder of a Beneficial Interest in Notes may, in terms of the Applicable Procedures and subject to section 54 of the Companies Act, by written notice to the holder's nominated Participant (or, if such holder is a Participant, the Central Depository), request that such Beneficial Interest be exchanged for Notes in definitive form represented by an Individual Certificate (the "**Exchange Notice**"). The Exchange Notice shall specify (a) the name, address and bank account details of the holder of the Beneficial Interest and (b) the day on which such Beneficial Interest is to be exchanged for an Individual Certificate; provided that such day shall be a Business Day and shall fall not less than 30 (thirty) days after the day on which such Exchange Notice is given.

12.1.2 The holder's nominated Participant will, following receipt of the Exchange Notice, through the Central Depository, notify the Transfer Agent that it is required to exchange such Beneficial Interest for Notes represented by an Individual Certificate. The Transfer Agent will, as soon as is practicable but within 14 (fourteen) days after receiving such notice, in accordance with the Applicable Procedures, procure that an Individual Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 14 (fourteen) day period, to the Participant acting on behalf of the holder of the Beneficial Interest in respect of the conversion at the Specified Office of the Transfer Agent; provided that joint holders of a Beneficial Interest shall be entitled to receive only one Individual Certificate in respect of that joint holding, and the delivery to one of those joint holders shall be delivery to all of them.

12.1.3 In the case of the exchange of a Beneficial Interest in Notes issued in uncertificated form:

12.1.3.1 the holder's nominated Participant shall, prior to the Exchange Date, surrender (through the Central Depository system) such uncertificated Notes to the Transfer Agent at its Specified Office;

12.1.3.2 the Transfer Agent will obtain the release of such uncertificated Notes from the Central Depository in accordance with the Applicable Procedures.

12.1.4 An Individual Certificate shall, in relation to a Beneficial Interest in any number of Notes issued in uncertificated form of a particular aggregate Nominal Amount standing to the account of the holder thereof, represent that number of Notes of that aggregate Nominal Amount, and shall otherwise be in such form as may be agreed between the Issuer and the Transfer Agent; provided that if such aggregate Nominal Amount is equivalent to a fraction of the Specified Denomination or a fraction of any multiple thereof, such Individual Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

12.2 Replacement

If any Individual Certificate, Receipt or Coupon is worn out, mutilated, defaced, stolen, destroyed or lost, it may be replaced at the Specified Office of the Transfer Agent, on payment by the claimant of such costs and expenses as may be incurred in connection therewith and the provision of such indemnity as the Issuer and the Transfer Agent may reasonably require. Mutilated or defaced Certificates, Receipts or Coupons must be

surrendered at the Specified Office of the Transfer Agent before replacements will be issued.

12.3 **Death and sequestration or liquidation of Noteholder**

Any Person becoming entitled to Registered Notes in consequence of the death, sequestration or liquidation of the holder of such Notes may, upon producing evidence to the satisfaction of the Issuer that he holds the position in respect of which he proposes to act under this Condition 12.3 (*Death and sequestration or liquidation of Noteholder*) or of his title as the Issuer and the Transfer Agent shall require, be registered himself as the holder of such Notes or, subject to the Applicable Procedures, this Condition 12.3 (*Death and sequestration or liquidation of Noteholder*) and Condition 13.1 (*Transfer of Registered Notes*), may transfer such Notes. The Issuer and (if applicable) the Central Depository and the relevant Participant shall be entitled to retain any amount payable upon the Notes to which any Person is so entitled until such Person shall be registered as aforesaid or shall duly transfer the Notes.

12.4 **Costs**

The costs and expenses of the printing, issue and delivery of each Individual Certificate and all Taxes and any and all governmental charges or insurance charges that may be imposed in relation to such Individual Certificate shall be borne by the holder of the Notes represented by that Individual Certificate. Separate costs and expenses relating to the provision of Individual Certificates and/or the transfer of Notes may be levied by other Persons, such as a Participant, under the Applicable Procedures, and such costs and expenses shall not be borne by the Issuer. The costs and expenses of the printing, issue and delivery of Bearer Notes (represented by Individual Certificates) and Order Notes, and any Coupons, shall be borne by the Issuer, save as otherwise provided in the Applicable Pricing Supplement.

13. **TRANSFER OF NOTES**

13.1 **Transfer of Registered Notes**

13.1.1 *Transfer of Beneficial Interests in Registered Notes (including Uncertificated Notes) held in the Central Depository*

13.1.1.1 Beneficial Interests may be transferred only in accordance with the Applicable Procedures through the Central Depository.

13.1.1.2 Transfers of Beneficial Interests to and from clients of Participants occur by way of electronic book entry in the securities accounts or CSA accounts maintained by the Participants for their clients, in accordance with the Applicable Procedures.

13.1.1.3 Transfers of Beneficial Interests among Participants occur through electronic book entry in the central securities accounts maintained by the Central Depository for the Participants, in accordance with the Applicable Procedures.

13.1.2 *Transfer of Registered Notes represented by Individual Certificates*

- 13.1.2.1 In order for any transfer of Registered Notes represented by an Individual Certificate to be recorded in the Register, and for such transfer to be recognised by the Issuer:
- 13.1.2.1.1 the transfer of such Registered Notes must be embodied in a Transfer Form;
- 13.1.2.1.2 the Transfer Form must be signed by the registered Noteholder of such Registered Notes and the transferee, or any authorised representatives of that registered Noteholder or transferee; and
- 13.1.2.1.3 the Transfer Form must be delivered to the Transfer Agent at its Specified Office together with the Individual Certificate representing such Registered Notes for cancellation.
- 13.1.2.2 Registered Notes represented by an Individual Certificate may only be transferred, in whole or in part, in amounts of not less than the Specified Denomination (or any multiple thereof).
- 13.1.2.3 Subject to this Condition 13.1.2 (*Transfer of Registered Notes represented by Individual Certificates*), the Transfer Agent will, within 10 (ten) Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with any Applicable Laws and/or Applicable Procedures), record the transfer of Registered Notes represented by an Individual Certificate (or the relevant portion of such Registered Notes) in the Register, and authenticate and deliver to the transferee at the Transfer Agent's specified office or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of the Registered Notes transferred reflecting the Nominal Amount Outstanding of the Registered Notes transferred.
- 13.1.2.4 Where a Noteholder has transferred a portion only of Registered Notes represented by an Individual Certificate, the Transfer Agent will authenticate and deliver to such Noteholder at the Transfer Agent's Specified Office or, at the risk of such Noteholder, send by mail to such address as such Noteholder may request, a new Individual Certificate representing the balance of the Registered Notes held by such Noteholder.
- 13.1.2.5 The transferor of any Registered Notes represented by an Individual Certificate will be deemed to remain the owner thereof until the transferee is registered in the Register as the holder thereof.
- 13.1.2.6 Before any transfer of Registered Notes represented by an Individual Certificate is registered in the Register, all relevant transfer Taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the Issuer and the Transfer Agent may reasonably require as to the identity and title of the transferor and the transferee.
- 13.1.2.7 No transfer of any Registered Notes represented by an Individual Certificate will be registered whilst the Register is closed as contemplated in Condition 14 (*Register*).

13.1.2.8 If a transfer of any Registered Notes represented by an Individual Certificate is registered in the Register, the Transfer Form and cancelled Individual Certificate will be retained by the Transfer Agent.

13.1.2.9 In the event of a partial redemption of Notes under Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*), the Transfer Agent shall not be required in terms of Condition 7.3 (*Early Redemption at the option of the Issuer (Call Option)*), to register the transfer of any Notes during the period beginning on the 10th (tenth) day before the date of the partial redemption and ending on the date of the partial redemption (both inclusive).

13.2 **Transfer of Bearer Notes**

Transfer of Bearer Notes represented by Individual Certificates

Bearer Notes (including rights to Instalment Amounts and/or interest thereon, as applicable) may be transferred by the delivery of the Certificate evidencing such Bearer Note or the relevant Receipt or Coupon relating thereto, as the case may be. Where the last Endorsement on a Certificate evidencing an Order Note or a Receipt or Coupon relating thereto is an Endorsement in Blank, then such Certificate, Receipt or Coupon, as the case may be, shall be treated as evidencing a Bearer Note.

13.3 **Transfer of Order Notes**

Order Notes (including rights to Instalment Amounts and/or interest thereon, as applicable) may be transferred by the Endorsement of the Certificate evidencing such Order Note or Receipt or Coupon relating thereto, as the case may be, by the old Payee and the delivery of such Certificate, Receipt or Coupon to the new Payee.

13.4 **Prohibition on Stripping**

Where so specified in the Applicable Pricing Supplement, Bearer Notes or Order Notes which are issued with Receipts and/or Coupons attached and which are redeemable at the option of the Issuer and/or Noteholders shall be issued subject to the condition that the relevant Notes (including rights to Instalment Amounts and/or interest thereon, as applicable) may only be transferred to a single transferee at a time and accordingly that the various rights in respect of such Notes may not be stripped and transferred to various transferees at different times. Stripping of Receipts and/or Coupons is otherwise permitted.

14. REGISTER

- 14.1 The Register shall:
- 14.1.1 be kept at the Specified Offices of the Transfer Agent or such other person as may be appointed for the time being by the Issuer to maintain the register;
 - 14.1.2 reflect the number of Registered Notes issued and Outstanding, the date upon which each of the Noteholders was registered as such and whether they are Registered Notes, Bearer Notes or Order Notes;
 - 14.1.3 contain the name, address, and bank account details of the Noteholders of Registered Notes;
 - 14.1.4 set out the Nominal Amount of the Notes issued to such Noteholders and shall show the date of such issue;
 - 14.1.5 show the serial number of Individual Certificates issued in respect of any Notes;
 - 14.1.6 be open for inspection during the normal business hours of the Issuer to any Noteholder or any person authorised in writing by any Noteholder;
 - 14.1.7 be closed from the Last Day to Register until each payment date of principal and interest in respect of the Notes, as the case may be.
- 14.2 The Transfer Agent shall not be obliged to record any transfer while the Register is closed. The Transfer Agent shall not be bound to enter any trust into the Register or to take notice of any or to accede to any trust executed, whether express or implied, to which any Note may be subject.
- 14.3 The Transfer Agent shall alter the Register in respect of any change of name, address or bank account number of any of the Noteholders of any Registered Notes of which it is notified in accordance with these Terms and Conditions.
- 14.4 Except as provided for in these Conditions or as required by law, in respect of Registered Notes, the Issuer will only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the Register.

15. TRANSFER AGENT, CALCULATION AGENT, SETTLEMENT AGENT AND PAYING AGENT

- 15.1 Any third party appointed by the Issuer as Calculation Agent, Paying Agent, Settlement Agent and/or Transfer Agent shall act solely as the agent of the Issuer and does not assume any obligation towards or relationship of agency or trust for or with any Noteholders.
- 15.2 If the Issuer elects to appoint another entity (not being the Issuer) as Calculation Agent, Settlement Agent, Paying Agent and/or Transfer Agent, that other entity, on execution of an appropriate Agency Agreement or an appropriate accession letter to the Agency Agreement, as the case may be, shall serve in that capacity in respect of the Notes. The Issuer shall notify the Noteholders in the manner set out in Condition 16 (*Notices*) of any such appointment and, if any Notes are listed on the JSE, the Issuer shall also notify the JSE of any such appointment.

- 15.3 The Issuer is entitled to vary or terminate the appointment of the Transfer Agent, the Calculation Agent, Settlement Agent and the Paying Agent and/or appoint additional or other agents and/or approve any change in the specified office through which any such agent acts on the terms of the Agency Agreement, provided that there will at all times be a Transfer Agent, Settlement Agent, Calculation Agent and a Paying Agent with an office in such place as may be required by the Applicable Procedures.
- 15.4 To the extent that the Issuer acts as the Transfer Agent, Settlement Agent, Calculation Agent or Paying Agent:
- 15.4.1 all references in these Terms and Conditions to any action, conduct or functions in such role shall be understood to mean that the Issuer shall perform such action, conduct or function itself;
- 15.4.2 all references in these Terms and Conditions to requirements for consultation, indemnification by or of, payment by or to, delivery by or to, notice by or to, consent by or to or agreement between the Issuer and such Transfer Agent, Settlement Agent, Calculation Agent or Paying Agent (as the case may be) shall be disregarded to the extent that the Issuer performs such role; and
- 15.4.3 the Issuer, in its capacity as Transfer Agent, Calculation Agent, Settlement Agent and/or Paying Agent, will be entitled to appoint a third party as sub-agent for the purpose of such sub-agent performing all of the obligations and duties of the Transfer Agent, Calculation Agent and/or Paying Agent in terms of the Agency Agreement. The Issuer shall notify the Noteholders in the manner set out in Condition 16 (*Notices*) of any such appointment and, if any Notes are listed on the JSE, the Issuer shall also notify the JSE of any such appointment.

16. NOTICES

16.1 Notice by the Issuer

Notices to Noteholders shall be valid and effective:

- (a) in the case of uncertificated Notes listed on the JSE, if delivered to:
- (i) the JSE and electronically published on SENS, or any other similar service, established by the JSE; and
 - (ii) the Central Depository and the Participants; or
- (b) in the case of unlisted uncertificated Notes, if delivered to the Central Depository and the Participants; or
- (c) in the case of Notes being represented by an Individual Certificate (whether evidencing Registered Notes, Bearer Notes or Order Notes), if mailed to the registered addresses of the holders of the Notes appearing in the Register. Any such notice shall be deemed to have been given on the seventh day after the day on which it is mailed.

16.2 Notice by the Noteholders

A notice to be given by any Noteholder to the Issuer shall be in writing and given by lodging (either by hand delivery or posting by registered mail) that notice, together with a

certified copy of the relevant Certificate, Coupon or Receipt at the offices of (i) the Issuer located at Standard Bank Global Markets, First Floor, East Wing, 30 Baker Street, Rosebank, Johannesburg, 2196, South Africa marked for the attention of the Head: Structured Sales and Head: Global Markets Legal and (ii) the Transfer Agent specified in the Applicable Pricing Supplement.

Such notices shall be deemed to have been received by the Issuer, if delivered by hand, on the second Business Day after being hand delivered, or, if sent by registered mail, 7 (seven) days after posting, or, if such notice has been given through the relevant clearing system, on the 2nd (second) Business Day after such notice was given to the relevant clearing system.

16.3 **Notice in relation to Notes listed on the JSE**

For so long as any Notes are listed on the JSE, notwithstanding Conditions 16.1 (*Notice by the Issuer*) and 16.2 (*Notice by the Noteholders*), all notices in respect of such JSE-listed Notes, shall be made by way of an announcement on SENS and in accordance with the required timelines in terms of the Debt Listings Requirements from time to time.

17. **MEETINGS OF NOTEHOLDERS**

This Condition 17 contains provisions for convening meetings of Noteholders to consider matters relating to the Notes, including the amendment of any of these Note Terms and Conditions. All meetings of Noteholders shall comply with the mandatory provisions of the law, including the Companies Act (notwithstanding that the Companies Act refers to meetings of shareholders) and the Debt Listings Requirements.

17.1 **Demand to call a meeting**

(a) The Issuer may at any time convene a meeting of all Noteholders or holders of any Class of Notes, and shall be obliged to do so upon the request in writing of Noteholders holding not less than:

- (i) 10% of the aggregate Nominal Amount of all Outstanding Notes; or
- (ii) 10% of the value of a specific Class of Notes,

as the case may be.

(b) Upon receiving the request to call a meeting as described in Condition 17.1(a), the Issuer must:

- (i) immediately:
 - (A) inform the JSE in writing that it has received a request to call a meeting and specifying the purpose of the meeting; and
 - (B) release an announcement on SENS stating that the Issuer has received a demand to call a meeting from Noteholders pursuant to the Debt Listing Requirements and specifying the purpose of the meeting; and

- (ii) within 5 (five) Business Days from the date of receipt of the request to call a meeting, release an announcement on SENS (the “**Notice of Meeting**”) specifying the information set out in Condition 17.1(c) below.
- (c) The Issuer shall include in the Notice of Meeting, the following:
 - (i) the date of the meeting, which is not to exceed 7 (seven) Business Days from the date that the Notice of Meeting is issued;
 - (ii) the time of the scheduled meeting; and
 - (iii) details of a pre-meeting of the Noteholders (without the presence of the Issuer) which is to be held on the same day/venue as the scheduled meeting, but at least 2 (two) hours before the scheduled meeting.
- (d) The Issuer shall release an announcement on SENS within 2 (two) Business Days after the meeting setting out the details of the outcome thereof.
- (e) In the event of liquidation or curatorship of the Issuer, or the inability of the Issuer to pay its debts as and when they fall due, the reference to 5 (five) Business Days in Condition 17.1(b)(ii) above shall be reduced to 2 (two) Business Days and 7 (seven) Business Days in Condition 17.1(c)(i) above shall be reduced to 5 (five) Business Days.
- (f) At the meeting:
 - (i) Noteholders shall exercise their voting through polling and not by the show of hands; and
 - (ii) a chairperson shall be elected by Noteholders as voted in accordance with Condition 17.1(f)(i) above.
- (g) The Noteholder(s) who demand(ed) the meeting may, prior to the meeting, withdraw the demand by notice in writing to the Issuer. A copy of the withdrawal must be submitted to the JSE by the Issuer, upon receipt thereof. Further, the Issuer may cancel the meeting if, as a result of one or more of the demands being withdrawn, there is a failure to meet the required percentage participation stipulated in Condition 17.1(a).

17.2 Notice

Save as otherwise specified in Condition 17.1 (*Demand to call a meeting*), at least 15 (fifteen) business days' prior written notice (exclusive of the day on which the notice is given and of the day on which the relevant meeting is to be held) specifying the date, time and place of the meeting shall be given to the Noteholders and the Transfer Agent (with a copy to the Issuer). Every such meeting shall be held at such time and place as the Transfer Agent may approve. The notice shall set out the nature of the business for which the meeting is to be held, the full text of any resolutions to be proposed and shall state that a Noteholder may appoint a proxy (as defined below) by delivering a form of proxy (as defined below) to the Specified Officers of the Transfer Agent by no later than 24 hours before the time fixed for the meeting.

For so long as any Notes are listed on the JSE notices of meetings in respect of such JSE-listed Notes, shall be announced on SENS, which announcement shall state the date that

the Issuer has selected to determined which Noteholders recorded in the Register will receive notice of the meeting, and the last date by which proxy forms must be submitted.

A notice by Noteholders requesting a meeting of Noteholders pursuant to Condition 17.1 (*Demand to call a meeting*) may consist of several documents in like form, each signed by one or more requisitioning Noteholders. Such a notice will be delivered to the Specified Office of the Issuer.

17.3 **Proxy**

A Noteholder may by an instrument in writing (a "**form of proxy**") signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation, appoint any person (a "**proxy**") to act on his or its behalf in connection with any meeting or proposed meeting of the Noteholders.

Any Noteholder which is a corporation may by resolution of its directors or other governing body authorise any person to act as its Representative in connection with any meeting or proposed meeting of the Noteholders.

Any proxy or Representative appointed shall, so long as the appointment remains in force, be deemed for all purposes in connection with any meeting or proposed meeting of the Noteholder specified in the appointment, to be the holder of the Notes to which the appointment relates and the holder of the Notes shall be deemed for such purposes not to be the holder.

17.4 **Chairperson**

The chairperson (who may, but need not, be a Noteholder) of the meeting shall be appointed by the Issuer. The procedures to be followed at the meeting shall be as determined by the chairperson subject to the remaining provisions of this Condition 17 (*Meetings of Noteholders*). Should the Noteholder requisition a meeting, and the Issuer fails to call such a meeting within the time periods specified in Condition 17.1 (*Demand to call a meeting*), then the chairperson of the meeting held at the instance of the Noteholders shall be selected by a majority of Noteholders present in person, by Representative or by proxy. The chairperson of an adjourned meeting need not be the same person as was chairperson of the original meeting.

17.5 **Quorum**

At any such meeting one or more Noteholders present in person, by Representative or by proxy, holding in aggregate not less than 30% of the Nominal Amount of Notes for the time being Outstanding shall form a quorum for the transaction of business. The quorum at any such meeting for passing an Extraordinary Resolution shall (subject as provided below) be one or more Noteholders of that Class present or represented by proxies or Representatives and holding or representing in the aggregate a clear majority in Nominal Amount of the Notes held by the applicable Class for the time being Outstanding. At any meeting the business of which includes any of the following matters ("**Reserved Matters**"), shall only be capable of being effected after having been approved by Extraordinary Resolution namely -

- (a) modification of the Maturity Date of any Notes or reduction or cancellation of the Nominal Amount payable upon; or

- (b) reduction or cancellation of the amount payable or modification of the payment date in respect of any interest in respect of the Notes or variation of the method of calculating the Interest Rate in respect of the Notes; or
- (c) a proxy specified in a block voting instruction;
- (d) reduction or increase of any Minimum Interest Rate and/or Maximum Interest Rate specified in the Applicable Pricing Supplement of any Note; or
- (e) modification of the currency in which payments under the Notes are to be made; or
- (f) modification of the majority required to pass an Extraordinary Resolution or an Extraordinary Written Resolution; or
- (g) the sanctioning of any such scheme or proposal as is described in Condition 17.13(g) below; or
- (h) alteration of this proviso or the proviso to Condition 17.7(c) below.

At any meeting whose business includes any of such matters, the quorum shall be one or more Noteholders of that Class present or represented by proxies or Representatives and holding or representing in the aggregate not less than 66.67% in Nominal Amount of the Notes of that Class for the time being Outstanding. An Extraordinary Resolution passed at any meeting of the holders of Notes of that Class will be binding on all holders of Notes, whether or not they are present at the meeting. No amendment to or modification of the Conditions may be effected without the written agreement of the Issuer.

17.6 **Adjournment of meetings**

The Chairperson may, with the consent of (and shall if directed by) any Noteholders, adjourn a meeting of Noteholders or a Class of Noteholders from time to time and from place to place.

If within 30 (thirty) minutes after the time fixed for any such meeting a quorum is not present, then:

- 17.6.1 in the case of a meeting requested by Noteholders, it shall be dissolved; or
- 17.6.2 in the case of any other meeting, it shall be adjourned for such period (which shall be not less than 14 (fourteen) days and not more than 21 (twenty-one) days) and to such time and place as the Chairperson determines and approved by the Transfer Agent; provided, however, that:
 - (a) the meeting shall be dissolved if the Issuer so decides; and
 - (b) no meeting may be adjourned more than once for want of a quorum.

No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which adjournment took place.

17.7 **Notice following adjournment**

Condition 17.2 (*Notice*) shall apply to any meeting which is to be resumed after adjournment for want of a quorum save that:

- (a) 7 (seven) days' notice (exclusive of the day on which the notice is given and of the day on which the relevant meeting is to be held) shall be sufficient; and
- (b) the notice shall state that (except in the circumstances where paragraph (c) below applies) that one or more Noteholders present in person, by Representative or by proxy whatever the Nominal Amount of the Notes held or represented by them will form a quorum;
- (c) in relation to any adjourned meeting the business of which includes any of Reserved Matter, the quorum shall be one or more Noteholders present in person, by Representative or by proxy holding or representing not less than one third in aggregate Nominal Amount of the Notes for the time being Outstanding.

It shall not be necessary to give notice of the resumption of a meeting which has been adjourned for any other reason.

17.8 **Participation**

The following may attend and speak at a meeting:

- (a) Noteholders present, by Representative or by proxy provided that no such person shall be entitled to attend and speak (or vote) unless he provides proof acceptable to the Issuer that he is a Noteholder, its Representative or proxy if so required by the Issuer to do so;
- (b) any officer or duly appointed representative of the Issuer and every other person authorised in writing by the provided that such person shall not be entitled to vote, other than as a proxy or Representative;
- (c) the legal counsel to the Issuer;
- (d) the Transfer Agent;
- (e) any other person approved by the Noteholders at such meeting; and
- (f) every director or duly appointed representative of the Issuer and every other person authorised in writing by the Issuer may attend and speak at a meeting of Noteholders, but shall not be entitled to vote, other than as a proxy or Representative.

17.9 **Show of hands**

Except where otherwise provided, every resolution proposed to be passed at a meeting shall be decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairperson's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution.

17.10 **Poll**

A demand for a poll shall be valid if it is made by the Chairperson, the Issuer or one or more Noteholders present, by Representative or by proxy (whatever the Nominal Amount of Notes held or represented by them). The poll may be taken immediately or after such adjournment as the Chairperson directs, but any poll demanded on the election of the Chairperson or on any question of adjournment shall be taken at the meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant meeting for any other business as the Chairperson directs.

17.11 **Votes**

Every Noteholder present in person, by Representative or by proxy and who provided proof acceptable to the Issuer of his entitlement to vote, if so required by the Issuer, shall have one vote per Specified Denomination (or the nearest rounded off multiple thereof) of the relevant Class of Notes Outstanding held or represented by him. For the avoidance of doubt, the holders of Coupons or Receipts shall be entitled to receive notice of and to attend and speak at any meeting in respect of which they fall within the Series of Noteholders but no such person shall have rights to vote at such meetings.

Notwithstanding any other provision contained in this Condition 17 (*Meetings of Noteholders*), if the Applicable Pricing Supplement specifies that the Notes will be held in the Central Depository, each CSDP's Nominee or the individual Noteholder, where the Participant has set up a central securities account for such Noteholder, shall vote on behalf of holders of Beneficial Interests in Registered Notes in accordance with the Applicable Procedures.

In the case of a voting tie, the Chairperson shall have a casting vote.

Unless the form of proxy states otherwise, a Representative or proxy shall not be obliged to exercise all the votes which he is entitled or cast all the votes which he exercises in the same way.

A majority shall be required to ordinarily pass a resolution of Noteholders.

17.12 **Validity of votes by proxies**

Any vote by a proxy in accordance with the form of proxy shall be valid even if such form of proxy or any instruction pursuant to which it was given has been amended or revoked, provided that the Transfer Agent or the Issuer at its Specified Office has not been notified in writing of such amendment or revocation by the time which is 24 (twenty four) hours before the time fixed for the relevant meeting. Unless revoked, any appointment of a proxy under a form of proxy in relation to a meeting shall remain in force in relation to any resumption of such meeting following an adjournment.

17.13 **Powers**

Noteholders will have the power (exercisable by Extraordinary Resolution at a meeting of Noteholders or by Extraordinary Written Resolution), without prejudice to any other powers conferred on it or any other person, to:

- (a) sanction any compromise or arrangement proposed to be made between the Issuer and the Class of Noteholders or any of them;

- (b) approve the substitution of any entity for the Issuer which shall be proposed by the Issuer;
- (c) sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Class of Noteholders against the Issuer or against any of its property whether such rights shall arise under the Notes or otherwise;
- (d) assent to any modification of the provisions contained in the Terms and Conditions which shall be proposed by the Issuer;
- (e) give any authority or sanction which under the Terms and Conditions is required to be given by Extraordinary Resolution or by Extraordinary Written Resolution;
- (f) appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders of that Class and to confer upon such committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution or by Extraordinary Written Resolution;
- (g) to sanction any scheme or proposal for the exchange or sale of the Notes for, or the conversion of the Notes into or the cancellation of the Notes in consideration of, shares, stocks, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any entity (corporate or otherwise) formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of such shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as aforesaid and partly for or into or in consideration for cash.

17.14 Binding effect of resolutions

Any resolution passed at a meeting of a Class of Noteholders duly convened and held shall be binding upon all Noteholders of that Class whether or not present at the meeting and whether or not voting, and each Noteholder of that Class shall be bound to give effect to it accordingly.

An Extraordinary Resolution or Extraordinary Written Resolution shall be binding upon all Noteholders whether or not present at a meeting and whether or not voting, as may be applicable, and each of the Noteholders shall be bound to give effect to it accordingly.

17.15 Notice of the result of voting on any resolution

Notice of the result of the voting on any resolution (including any Extraordinary Resolution or an Extraordinary Written Resolution) duly considered by the Noteholders shall (i) be given to the Noteholders within 14 (fourteen) days or (ii) in respect of Notes listed on the JSE, will be announced on SENS within 2 (two) Business Days, of the conclusion of the meeting or after the responses to the written resolutions have been received in accordance with Condition 16 (*Notices*). Non-publication shall not invalidate any such resolution.

17.16 Minutes

Minutes shall be made of all resolutions and proceedings of meetings by the Transfer Agent and duly entered in books to be provided by the Issuer for that purpose. The Chairperson shall sign the minutes, which shall be *prima facie* evidence of the

proceedings recorded therein. Unless and until the contrary is proved, every such meeting in respect of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed thereat, or proceedings held, to have been duly passed and held.

18. MODIFICATION

18.1 The Issuer may effect, without the consent of the relevant Class of Noteholders, any amendment or modification of the Terms and Conditions which is of a technical nature, made to correct a manifest error or to comply with mandatory provisions of any applicable laws.

18.2 Save as provided in Condition 18.1, no amendment, variation or modification of these Terms and Conditions may be effected or be of any force or effect unless:

- (a) in writing and signed by or on behalf of the Issuer and by or on behalf of the members of the relevant Class of Noteholders holding not less than 66.67 per cent. in Nominal Amount, of the Notes in that Class for the time being Outstanding; or
- (b) sanctioned by an Extraordinary Resolution or Extraordinary Written Resolution of the relevant Class of Noteholders,

provided that no such amendment, variation or modification shall be of any force or effect unless notice of the intention to make such amendment, variation or modification shall have been given to all the members of the relevant Class of Noteholders in terms of Condition 16 (*Notices*).

18.3 The Issuer shall be obliged to first obtain approval from the JSE prior to seeking approval of Noteholders as contemplated in Condition 18.2. In order to obtain such approval from the JSE, the amended placing document, whether in the form of a supplement to this Programme Memorandum or otherwise, must be submitted to the JSE and once approved, such amended placing document must also be published on SENS according to the requirements of the JSE from time to time.

18.4 No amendment or modification to the Terms and Conditions (or applicable Terms and Conditions) may be effected unless such amendment or modification complies with the applicable provisions of the Debt Listings Requirements or such other Financial Exchange, as the case may be.

18.5 Any such modification of these Terms and Conditions made pursuant to this Condition 18 (*Modification*) shall be binding on the relevant Class of Noteholders and any such modification shall be notified to the relevant Class of Noteholders in accordance with Condition 16 (*Notices*) and to the relevant Financial Exchange as soon as practicable thereafter.

18.6 For the avoidance of doubt:

- (a) the exercise by the Issuer of its rights under Condition 15 (*Transfer Agent, Calculation Agent, Settlement Agent and Paying Agent*) shall not constitute an amendment, variation or modification of these Terms and Conditions; and
- (b) it is recorded that, the Applicable Pricing Supplement, in relation to any Tranche of Notes, may specify other terms and conditions which shall, to the extent so

specified or to the extent inconsistent with the Terms and Conditions, replace or modify such Terms and Conditions for the purposes of such Tranche of Notes. The issuing of any such Applicable Pricing Supplement shall not constitute an amendment, variation or modification of these Terms and Conditions as contemplated by this Condition 18 (*Modification*) requiring the approval of the Noteholders or the JSE.

19. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further Notes (the "**Additional Notes**") having terms and conditions which are identical to any of the other Notes already issued under the Programme (the "**Existing Notes**") or the same in all respects save for their respective Issue Prices, Issue Dates and aggregate Nominal Amounts, so that the Additional Notes shall be consolidated by the Issuer to form a single Series with the Existing Notes.

20. GOVERNING LAW

Unless otherwise specified in the Applicable Pricing Supplement, the provisions of the Programme Memorandum, the applicable Terms and Conditions and the Notes are governed by, and shall be construed in accordance with, the laws of South Africa.

For and on behalf of
THE STANDARD BANK OF SOUTH AFRICA LIMITED
Issuer



Name: Jason Costa
Date: 26 January 2021
Capacity: Authorised Signatory
Who warrants his/her authority hereto



Name: Kaylin Langley
Date: 26 January 2021
Capacity: Authorised Signatory
Who warrants his/her authority hereto

ANNEX 1

ADDITIONAL TERMS AND CONDITIONS FOR CREDIT LINKED NOTES

The terms and conditions applicable to Credit Linked Notes shall comprise the Terms and Conditions of the Notes set out above (the "**General Conditions**") and the Additional Terms and Conditions for Credit Linked Notes set out below (the "**Credit Linked Conditions**"), in each case subject to replacement or modification to the extent specified in the Applicable Pricing Supplement. In the event of any inconsistency between the General Conditions and the Credit Linked Conditions, the Credit Linked Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the Credit Linked Conditions and (ii) the Applicable Pricing Supplement, the Applicable Pricing Supplement shall prevail.

1. REDEMPTION FOLLOWING THE OCCURRENCE OF A CREDIT EVENT

1.1 If a Credit Event Determination Date has occurred in relation to the Reference Entity:

- (a) if Auction Settlement is specified in the Applicable Pricing Supplement as the applicable Settlement Method, the provisions of Credit Linked Condition 2 (*Auction Settlement*) will apply;
- (b) if Cash Settlement is specified in the Applicable Pricing Supplement as the applicable Settlement Method or if Credit Linked Condition 2(b)(x) below applies, the provisions of Credit Linked Condition 3 (*Cash Settlement*) will apply;
- (c) subject to Credit Linked Condition 10 (*Partial Cash Settlement*), if Physical Settlement is specified in the Applicable Pricing Supplement as the applicable Settlement Method or if Credit Linked Condition 2(b)(y) below applies, the provisions of Credit Linked Condition 4 (*Physical Settlement*) will apply.

Upon discharge by the Issuer of its relevant payment or delivery obligations, as the case may be, on the due date for redemption, or otherwise as provided herein, the Issuer's obligations in respect of a Note shall be discharged.

Where any Cash Settlement 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 Cash Settlement Date 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.

If any purchase and cancellation of Notes occurs under General Condition 7.11 (*Purchases*) or any further issue under General Condition 19 (*Further Issues*), the Calculation Agent will make such adjustments to the Applicable Pricing Supplement and/or these Credit Linked Conditions as it determines appropriate to ensure the Notes continue to reflect economic intentions.

1.2 The Calculation Agent shall be responsible for making such determinations, performing such acts and exercising such discretions as may be provided pursuant to the General Conditions, these Credit Linked Conditions and/or the Applicable Pricing Supplement, including without limitation and as required:

- (a) determining a Successor;
- (b) if applicable, identifying a Substitute Reference Obligation;

- (c) obtaining Quotations (and, if necessary, determining whether such Quotations shall include or exclude accrued but unpaid interest) and determining the Final Price;
- (d) converting any amount from one currency to another;
- (e) choosing the Quotation Dealers and substituting Quotation Dealers in connection with obtaining Quotations; and
- (f) determining the Currency Rate.

1.3 Whenever the Calculation Agent is required to act or to exercise judgment, unless otherwise specified, it will do so in its sole and absolute discretion or, if so specified, in a commercially reasonable manner.

2. AUCTION SETTLEMENT

- (a) Where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement and a Credit Event Determination Date occurs on or prior to the Auction Final Price Determination Date, the Issuer shall give notice (such notice an "**Auction Settlement Notice**") to the Noteholders in accordance with General Condition 16 (*Notices*) and, subject to these Credit Linked Conditions, redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer at the Cash Settlement Amount in the relevant Payment Currency on the Cash Settlement Date.
- (b) Unless settlement has occurred in accordance with the paragraph above, if:
 - (i) an Auction Cancellation Date occurs;
 - (ii) a No Auction Announcement Date occurs (and in circumstances where such No Auction Announcement Date occurs pursuant to paragraph (b) or (c)(ii) of the definition of "No Auction Announcement Date", the Issuer has not exercised the Movement Option);
 - (iii) a DC Credit Event Question Dismissal occurs;
 - (iv) a Credit Event Determination Date was determined pursuant to paragraph (a) of the definition of Credit Event Determination Date or paragraph (b) of the definition of Non-Standard Credit Event Determination Date and no Credit Event Resolution Request Date has occurred on or prior to the date falling three (3) Business Days after such Credit Event Determination Date; or
 - (v) the Calculation Agent determines that it is otherwise reasonably likely that the Reference Transaction would be settled in accordance with the Fallback Settlement Method and gives notice of such to the Issuer (the date on which the Calculation Agent gives such notice, the "**Calculation Agent Fallback Settlement Determination Date**"),

then:

- (x) if Fallback Settlement Method – Cash Settlement is specified as applicable in the Applicable Pricing Supplement, the Issuer shall redeem the Credit Linked Notes in accordance with Credit Linked Condition 3 (*Cash Settlement*); or

- (y) if Fallback Settlement Method – Physical Settlement is specified as applicable in the Applicable Pricing Supplement, the Issuer shall redeem the Credit Linked Notes in accordance with Credit Linked Condition 4 (*Physical Settlement*).

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 2 (*Auction Settlement*), upon payment of the Cash Settlement Amounts in respect of the Notes, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Cash Settlement Amount may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

3. CASH SETTLEMENT

If a Credit Event Determination Date has occurred, then where Cash Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement or if Credit Linked Condition 2(b)(x) above applies, then, subject to any prior redemption in accordance with Credit Linked Condition 2 (*Auction Settlement*), the Issuer shall give notice (such notice a "**Cash Settlement Notice**") to the Noteholders in accordance with General Condition 16 (*Notices*), and, subject to these Credit Linked Conditions, in particular Credit Linked Condition 1 (*Redemption Following the Occurrence of a Credit Event*), redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer at the Cash Settlement Amount in the relevant Payment Currency on the Cash Settlement Date.

In addition, the Issuer shall give notice (such notice a "**Notice of Valuation Settlement**") to the Noteholders in accordance with General Condition 16 (*Notices*). In the Notice of Valuation Settlement, the Issuer shall specify the Valuation Obligation(s) and the corresponding Outstanding Principal Balance(s) or Due and Payable Amount(s), as applicable, that it reasonably expects to use to determine the Final Price. The Issuer may, from time to time, amend a Notice of Valuation Settlement by delivering a notice to Noteholders in accordance with General Condition 16 (*Notices*), (each such notification, a "**Valuation Settlement Amendment Notice**") that the Issuer is replacing, in whole or in part, one or more Valuation Obligations specified in the Notice of Valuation Settlement or a prior Valuation Settlement Amendment Notice, as applicable. A Valuation Settlement Amendment Notice shall specify each replacement Valuation Obligation (each, a "**Replacement Valuation Obligation**") and shall also specify the Outstanding Principal Balance or Due and Payable Amount (determined on the same basis as in the definition of Valuation Reference Holding) of each Valuation Obligation identified in the Notice of Valuation Settlement or a prior Valuation Settlement Amendment Notice, as applicable, that is being replaced or the equivalent Currency Amount of any such amount (with respect to each such Valuation Obligation, the "**Replaced Valuation Obligation Outstanding Amount**"). The Replacement Valuation Obligation(s), taken together, shall have an aggregate Replaced Valuation 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 Valuation Obligations being replaced. Each such Valuation Settlement Amendment Notice must be effective on or prior to the first Valuation Date (determined without reference to any change resulting from such Valuation Settlement Amendment Notice). Notwithstanding the foregoing, (i) the Issuer may correct any errors or inconsistencies contained in the Notice of Valuation Settlement or any Valuation Settlement Amendment Notice, as applicable, by notice to Noteholders in accordance with General Condition 16 (*Notices*), prior to the relevant first Valuation Date; and (ii) if Asset Package Delivery is applicable, the Issuer shall on the VSN Effective Date, or as soon as reasonably practicable thereafter (but in any case, prior to the first Valuation Date), notify the Noteholders (in

accordance with General Condition 16 (*Notices*) of the detailed description of the Asset Package, if any, in lieu of the Prior Deliverable Obligation or Package Observable Bond, if any, specified as Valuation Obligation(s) in the Notice of Valuation Settlement or Valuation Settlement Amendment Notice, as applicable, it being understood in each case that any such notice of correction shall not constitute a Valuation Settlement Amendment Notice.

If "*Mod R*" is specified in the Applicable Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to Governmental Intervention, a Valuation Obligation may be included in the Valuation Reference Holding only if it (i) is a Fully Transferable Obligation and (ii) 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, or if none at the relevant time, the VSN Effective Date.

If "*Mod Mod R*" is specified in the Applicable Pricing Supplement and Restructuring is the only Credit Event specified in a Credit Event Notice, then unless the Valuation Obligation is a Prior Deliverable Obligation and Asset Package Delivery applies due to a Governmental Intervention, a Valuation Obligation may be included in the Valuation Reference Holding only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for purposes of the Hedging Arrangements or if none at the relevant time, the VSN Effective Date. 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.

The relevant Asset Package, if applicable, will be deemed to be a Valuation Obligation and the composition of the Asset Package and the Valuation Reference Holding in respect of each nominal amount of Credit Linked Notes equal to the Nominal Amount will be determined by reference to the relevant Prior Deliverable Obligation or Package Observable Bond specified as Valuation Obligation(s) in the relevant Notice of Valuation Settlement or Valuation Settlement Amendment Notice, as applicable. Where appropriate the Calculation Agent may make any adjustment in relation to provisions for valuation and determination of the Final Price to take account of the relevant Asset Package. Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to (a) the Trade Date or, if earlier and if specified as applicable in the Applicable Pricing Supplement, the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or, (b) where Auction Settlement is specified as the applicable Settlement Method and Local Market Variation is specified as not applicable, in each case, in the Applicable Pricing Supplement, the Credit Event Backstop Date determined in respect of the Credit Event specified in the DC Credit Event Announcement applicable to the Credit Event Determination Date (regardless of whether the Credit Event Backstop Date is specified as applicable in the Applicable Pricing Supplement) or, if later and if Credit Event Backstop Date is not specified as applicable in the Applicable Pricing Supplement, the Trade 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 foregoing, if Sovereign No Asset Package Delivery is specified as applicable in the Applicable Pricing 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.

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 3 (Cash Settlement), upon payment of the Cash Settlement Amounts in respect of the Notes, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The Cash Settlement Amount may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

4. PHYSICAL SETTLEMENT

If a Credit Event Determination Date has occurred, then where Physical Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement or Credit Linked Condition 2(b)(y) above applies, the Issuer shall give notice (such notice, a "**Notice of Physical Settlement**") to the Noteholders in accordance with General Condition 16 (*Notices*) and subject to these Credit Linked Conditions, in particular Credit Linked Condition 1 (*Redemption Following the Occurrence of a Credit Event*), redeem all but not some only of the Credit Linked Notes, each Credit Linked Note being redeemed by the Issuer by the Delivery of the Deliverable Obligations comprising the Entitlement on the Physical Settlement Date, subject to and in accordance with this Credit Linked Condition 4 (*Physical Settlement*) and Credit Linked Condition 10 (*Partial Cash Settlement*). The relevant Asset Package, if applicable, will be deemed to be a Deliverable Obligation and the composition of the Asset Package and the Entitlement in respect of each nominal amount of Credit Linked Notes equal to the Nominal 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 Physical Settlement Amendment Notice, as applicable. Where appropriate the Calculation Agent may make any adjustment in relation to provisions for physical delivery and determination of the Entitlement to take account of the relevant Asset Package.

The Notice of Physical Settlement shall describe the Deliverable Obligations comprising the Entitlement that the Issuer reasonably expects to Deliver. For the avoidance of doubt, the Issuer shall be entitled to select any of the Deliverable Obligations to constitute the Entitlement, irrespective of their market value.

The Issuer may, from time to time, amend a Notice of Physical Settlement by delivering a notice to Noteholders in accordance with General Condition 16 (*Notices*), (each such notification, a "**Physical Settlement 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 Physical Settlement Amendment Notice, as applicable, (to the extent the relevant Deliverable Obligation has not been Delivered as of the date such Physical Settlement Amendment Notice is effective). A Physical Settlement 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 Entitlement) of each Deliverable Obligation identified in the Notice of Physical Settlement or a prior Physical Settlement 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 Physical Settlement Amendment Notice must be effective on or prior to the Physical Settlement Date (determined without reference to any change resulting from such Physical Settlement Amendment Notice). Notwithstanding the foregoing, (i) the Issuer may correct any errors or

inconsistencies contained in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, as applicable, by notice to the Noteholders in accordance with General Condition 16 (*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 General Condition 16 (*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 Physical Settlement Amendment Notice, as applicable, it being understood in each case that any such notice of correction shall not constitute a Physical Settlement Amendment Notice.

If "*Mod R*" is specified in the Applicable Pricing 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 applies due to a Governmental Intervention, a Deliverable Obligation may be included in the Entitlement only if it (i) is a Fully Transferable Obligation and (ii) has a final maturity date not later than the Restructuring Maturity Limitation Date, in each case, as of such date as the Calculation Agent determines relevant for the purposes of the Hedging Arrangements, or if none at the relevant time, both the PSN Effective Date and the Delivery Date, as applicable.

If "*Mod Mod R*" is specified in the Applicable Pricing 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 applies due to a Governmental Intervention then a Deliverable Obligation may be included in the Entitlement only if it (i) is a Conditionally Transferable Obligation and (ii) has a final maturity date not later than the applicable Modified Restructuring Maturity Limitation Date, in each case, as of each such date as the Calculation Agent determines relevant for the purposes of the Hedging Arrangements, or if none at the relevant time, both the PSN Effective Date and the Delivery Date. 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.

Asset Package Delivery will apply if an Asset Package Credit Event occurs, unless (i) such Asset Package Credit Event occurs prior to (a) the Trade Date or, if earlier and if specified as applicable in the Applicable Pricing Supplement, the Credit Event Backstop Date determined in respect of the Credit Event specified in the Credit Event Notice or, (b) where Auction Settlement is specified as the applicable Settlement Method and Local Market Variation is specified as not applicable, in each case, as specified in the Applicable Pricing Supplement, the Credit Event Backstop Date determined in respect of the Credit Event specified in the DC Credit Event Announcement applicable to the Credit Event Determination Date (regardless of whether the Credit Event Backstop Date is specified as applicable in the Applicable Pricing Supplement) or, if later and if Credit Event Backstop Date is not specified as applicable in the Applicable Pricing Supplement, the Trade 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 foregoing, if Sovereign No Asset Package Delivery is specified as applicable in the Applicable Pricing 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.

If a Credit Event Determination Date has occurred and the Notes become redeemable in accordance with this Credit Linked Condition 4 (Physical Settlement), upon Delivery of the Deliverable Obligations and/or payment of the Partial Cash Settlement Amount, as the case may be, the Issuer shall have discharged its obligations in respect of the Credit Linked Notes and shall have no other liability or obligation whatsoever in respect thereof. The value of such Deliverable Obligations and/or the Partial Cash Settlement Amount may be less than the nominal amount of a Credit Linked Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

4.1 Subject as provided herein, the Issuer shall Deliver the Deliverable Obligations comprising the Entitlement to the Designated Transferee on or before the Physical Settlement Date in the manner referred to in Credit Linked Condition 4.2 below.

4.2 In order to obtain Delivery of the Deliverable Obligations comprising the Entitlement in respect of any Credit Linked Note, the relevant Noteholder must deliver to the Transfer Agent within five (5) Business Days of the date of delivery of the Notice of Physical Settlement (the "**Cut-Off Date**"), a duly completed Asset Transfer Notice as referred to in Credit Linked Condition 4.3 below together with, where applicable, the Certificates relating to the Credit Linked Notes. No Asset Transfer Notice may be withdrawn after receipt thereof. Where applicable, no transfers of the Credit Linked Notes the subject thereof will be effected by the Transfer Agent after delivery of an Asset Transfer Notice.

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

4.3 An Asset Transfer Notice shall:

- (a) specify the name of the Noteholder;
- (b) specify the name, physical and postal address and the banking and securities safe custody account details of the Designated Transferee;
- (c) specify the Nominal Amount of Credit Linked Notes which are the subject of such notice;
- (d) irrevocably instruct and authorise the Transfer Agent to cancel the relevant Credit Linked Notes and Certificates;
- (e) if Unwind Costs apply, specify a cash account to which any Unwind Costs Payment Amount can be paid;
- (f) authorise the production of such notice in any applicable administrative or legal proceedings; and
- (g) either (i) include an undertaking to pay all Delivery Expenses on or prior to the Delivery Expenses Cut-off Date (as defined below); or (ii) instruct the Issuer to deduct in the calculation of the Entitlement Obligations with a market value determined by the Calculation Agent equal to the Delivery Expenses.

Noteholders should note that if they elect to pay all Delivery Expenses but have not done so on or prior to the Delivery Expenses Cut-off Date, notwithstanding such election, the Delivery Expenses will be deducted in the calculation of the Entitlement as provided in the definition thereof.

If Unwind Costs apply and are negative, the absolute value of the Unwind Costs (the "**Unwind Costs Payment Amount**") will be payable to the Noteholder to the account specified for these purposes in their Asset Transfer Notice on or prior to the Physical Settlement Date or the Latest Permissible Physical Settlement Date, as applicable, or, if Credit Linked Condition 10 (*Partial Cash Settlement*) applies, the last occurring Partial Cash Settlement Date.

Failure to properly complete and deliver an Asset Transfer Notice and, where applicable, the relevant Certificates may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered shall be made by the Transfer Agent in its sole and absolute discretion and shall be binding on the relevant Noteholder and the Issuer.

- 4.4 Upon receipt of a duly completed Asset Transfer Notice the Transfer Agent shall, in the case of Registered Notes, verify that the person specified in the notice as the Noteholder is the holder of the Note referred to therein according to the Register, and in the case of Order Notes or Bearer Notes, the Transfer Agent may for all purposes regard the person disclosed as the Noteholder in the Asset Transfer Notice as the holder of the Note and the Transfer Agent shall not be required to perform any further verification or confirmation as to the identity of the holder of the Note.

The Deliverable Obligations comprising the Entitlement in respect of each Credit Linked Note will be Delivered at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and the Issuer shall notify to the Designated Transferee or in such manner as specified in the Applicable Pricing Supplement. Any Designated Transferee other than the Noteholder shall be deemed to be the duly authorised agent of the Noteholder and any Delivery or payment to such person shall be deemed for all purposes to be a Delivery or payment to the Noteholder and shall satisfy the Issuer's obligations in respect thereof. Such person shall not be entitled to enforce any of the Noteholder's rights against the Issuer and the Issuer shall have no liability or obligation to or in respect of the Designated Transferee. By delivery of an Asset Transfer Notice, the Noteholder shall be deemed to represent that the Designated Transferee has agreed to the foregoing.

If the Asset Transfer Notice and where applicable, the relevant Certificates, are delivered to the Issuer later than close of business on the Cut-Off Date, then the Deliverable Obligations comprising the Entitlement in respect of the relevant Credit Linked Notes will be Delivered as soon as practicable after the date on which the duly completed Asset Transfer Notice is received, at the risk of the relevant Noteholder in the manner provided above. For the avoidance of doubt, such Noteholder shall not be entitled to any payment or to other assets, whether in respect of interest or otherwise, in the event of such later Delivery of the Deliverable Obligations comprising the Entitlement and such later Delivery shall not constitute an Event of Default.

If the Noteholder fails to deliver an Asset Transfer Notice in the manner set out herein or, where applicable, fails to deliver the Certificates related thereto within one calendar year of the Credit Event Determination Date, the Issuer shall be discharged from its obligations in respect of such Credit Linked Notes and shall have no further obligation or liability whatsoever in respect thereof.

- 4.5 If, on the Physical Settlement Date, the Calculation Agent determines that any Deliverable Obligations comprising an Entitlement are Undeliverable Obligations, the Issuer shall Deliver or procure the Delivery of the Deliverable Obligations which it is not impossible, impracticable or illegal to Deliver and, as soon as possible thereafter, the Issuer shall Deliver or procure the Delivery of the Undeliverable Obligations.

If all or a portion of such Undeliverable Obligations are not Delivered by the Latest Permissible Physical Settlement Date, the provisions of Credit Linked Condition 10 (*Partial Cash Settlement*) shall apply.

The relevant Noteholder shall not be entitled to any payment or to other assets, whether in respect of interest or otherwise, in the event of such late Delivery of or failure to Deliver such Undeliverable Obligations and such late Delivery or failure to Deliver shall not constitute an Event of Default.

- 4.6 Until Delivery of the Deliverable Obligations comprising the Entitlement is made, the Issuer or any person holding such assets on behalf of the Issuer shall continue to be the legal owner of those assets. After Delivery of the Deliverable Obligations comprising the Entitlement 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 the Noteholder or its Designated Transferee of any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in respect of the securities or obligations included in such Entitlement, (ii) be under any obligation to exercise or procure the exercise of any or all rights (including voting rights) attaching or appertaining to such securities or obligations included in such Entitlement or (iii) be under any liability to a Noteholder for any loss, liability, damage, cost or expense that 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 included in such Entitlement.
- 4.7 Where the Entitlement is, in the determination of the Issuer, an amount other than an amount of Deliverable Obligation(s) capable of being Delivered at the relevant time, (i) the Issuer shall not Deliver and the relevant Noteholder shall not be entitled to receive in respect of its Notes that fraction of a Deliverable Obligation which is less than a whole number (the "**Fractional Entitlement**") and (ii) the Issuer shall pay to the relevant Noteholder a cash amount (to be paid at the same time as Delivery of the Deliverable Obligations comprising the Entitlement) equal to the fair market value (as determined by the Calculation Agent) of such Fractional Entitlement.
- 4.8 The costs, taxes, duties and/or expenses (including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes) (the "**Delivery Expenses**") of effecting any Delivery of the Deliverable Obligations comprising the Entitlement (except for the expenses of delivery by uninsured regular mail (if any) which shall be borne by the Issuer) shall, in the absence of any provision to the contrary in the Applicable Pricing Supplement, be borne by the relevant Noteholder and shall, unless otherwise specified in the Applicable Pricing Supplement, either be:
- (a) paid to the Issuer by such Noteholder on or prior to the day falling ten (10) Business Days following the date of delivery of the Asset Transfer Notice (the "**Delivery Expenses Cut-off Date**") and in any event prior to the Delivery of the Deliverable Obligations comprising the Entitlement (and, for the avoidance of doubt, the Issuer shall not be required to Deliver such Deliverable Obligations until it has received such payment); or
 - (b) if so instructed by such Noteholder in the Asset Transfer Notice or if the Noteholder has not paid the Delivery Expenses on or prior to the Delivery Expenses Cut-off Date, deducted by the Issuer in the calculation of the Entitlement.

5. ACCRUAL OF INTEREST

If:

- (i) "Accrual of Interest upon Credit Event" is specified as not applicable in the Applicable Pricing Supplement, no interest shall be payable (and accordingly will be deemed not to have accrued) in respect of a Note in respect of which the relevant date for payment thereof (as may be adjusted pursuant to these Credit Linked Conditions) has not occurred on or prior to the Credit Event Determination Date, or, if the Credit Event Determination Date falls prior to the first interest payment date, no interest shall accrue on the Notes; or
- (ii) "Accrual of Interest upon Credit Event" is specified as applicable in the Applicable Pricing Supplement, each Note shall cease to bear interest from the Credit Event Determination Date,

provided that, if:

- (A) Credit Linked Condition 6 (*Repudiation/Moratorium Extension*), Credit Linked Condition 7 (*Grace Period Extension*) or Credit Linked Condition 8 (*Credit Derivatives Determinations Committee Extension*) applies in respect of the Notes and, in the case of Credit Linked Condition 6 (*Repudiation/Moratorium Extension*), a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date or, in the case of Credit Linked Condition 7 (*Grace Period Extension*) a Failure to Pay has not occurred on or prior to the Grace Period Extension Date or, in the case of Credit Linked Condition 8 (*Credit Derivatives Determinations Committee Extension*), a Credit Event has not occurred on or prior to the DC Determination Cut-off Date, as the case may be; and/or
- (B) Credit Linked Condition 9 (*Maturity Date Extension*) applies in respect of the Notes and a Credit Event Determination Date or the Repudiation/Moratorium Extension Condition, as applicable, has not occurred or is not satisfied on or prior to the Postponed Cut-Off Date,

then interest will accrue as provided in Credit Linked Condition 6 (*Repudiation/Moratorium Extension*), Credit Linked Condition 7 (*Grace Period Extension*), Credit Linked Condition 8 (*Credit Derivatives Determinations Committee Extension*) or Credit Linked Condition 9 (*Maturity Date Extension*), as the case may be.

6. REPUDIATION/MORATORIUM EXTENSION

If "Repudiation/Moratorium" is specified as a Credit Event in the Applicable Pricing Supplement, the provisions of this Credit Linked Condition 6 (*Repudiation/Moratorium Extension*) shall apply.

Where a Credit Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but the Repudiation/Moratorium Extension Condition has been satisfied on or prior to the Scheduled Maturity Date or, if Credit Linked Condition 9(b) below applies, the Postponed Cut-Off Date (as defined in Credit Linked Condition 9 (*Maturity Date Extension*)) and the Repudiation/Moratorium Evaluation Date in respect of such Potential Repudiation Moratorium will, in the sole determination of the Calculation Agent, fall after the Scheduled Maturity Date, then the Issuer shall notify the Noteholders in accordance with General Condition 16 (*Notices*) that a Potential Repudiation/Moratorium has occurred and the maturity of the Notes will be delayed and:

- (a) where a Repudiation/Moratorium has not occurred on or prior to the Repudiation/Moratorium Evaluation Date:
 - (i) each Note will be redeemed by the Issuer at the Final Redemption Amount on the second Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Cut-Off Date; and
 - (ii) in the case of interest bearing Notes, the Issuer shall be obliged to pay interest (if any) calculated as provided herein, accruing from (and including) the Interest Payment 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 second Business Day following the Repudiation/Moratorium Evaluation Date or, if later, the Postponed Cut-Off 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 a Credit Event Determination Date has occurred, the provisions of Credit Linked Condition 1 (*Redemption Following the Occurrence of a Credit Event*) and Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) or Credit Linked Condition 4 (*Physical Settlement*), as applicable, shall apply to the Notes.

7. GRACE PERIOD EXTENSION

If "Grace Period Extension" is specified as applicable in the Applicable Pricing Supplement, the provisions of this Credit Linked Condition 7 (*Grace Period Extension*) shall apply.

Where a Credit Event Determination Date has not occurred on or prior to the Scheduled Maturity Date but, in the determination of the Calculation Agent, a Potential Failure to Pay has 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 (and such Grace Period(s) is/are continuing as at the Scheduled Maturity Date), then the Issuer shall notify the Noteholders in accordance with General Condition 16 (*Notices*) that a Potential Failure to Pay has occurred and the maturity of the Notes will be delayed and:

- (a) where a Failure to Pay has not occurred on or prior to the Grace Period Extension Date:
 - (i) each Note will be redeemed by the Issuer at the Final Redemption Amount on the Grace Period Extension Date; and
 - (ii) in the case of interest bearing Notes, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment 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 Grace Period Extension 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 the Grace Period Extension Date and a Credit Event Determination Date has occurred, the provisions of Credit Linked

Condition 1 (*Redemption Following the Occurrence of a Credit Event*) and Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) or Credit Linked Condition 4 (*Physical Settlement*), as applicable, shall apply to the Credit Linked Notes.

8. CREDIT DERIVATIVES DETERMINATIONS COMMITTEE EXTENSION

Where Auction Settlement is specified in the Applicable Pricing Supplement as the applicable Settlement Method, 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 then the Issuer shall notify Noteholders in accordance with General Condition 16 (*Notices*) that the Maturity Date has been postponed to a date (the "**DC Determination Postponed Date**") being the day falling five (5) Business Days after (a) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has occurred, fifteen (15) Business Days following the relevant DC Credit Event Announcement or (b) if the Credit Derivatives Determinations Committee Resolves that a Credit Event has not occurred, the second Business Day following the relevant DC No Credit Event Announcement or, as applicable, (c) fifteen (15) Business Days following the DC Credit Event Question Dismissal (the date of the relevant DC Credit Event Announcement, DC No Credit Event Announcement or DC Credit Event Question Dismissal, as applicable, the "**DC Determination Cut-off Date**"), and:

- (a) where a Credit Event has not occurred on or prior to the DC Determination Cut-off Date:
 - (i) each Note will be redeemed by the Issuer at the Final Redemption Amount on the relevant DC Determination Postponed Date; and
 - (ii) in the case of interest bearing Notes, the Issuer shall be obliged to pay interest calculated as provided herein, accruing from (and including) the Interest Payment 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 relevant DC Determination Postponed 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 Credit Event has occurred on or prior to the DC Determination Cut-off Date and a Credit Event Determination Date has occurred, the provisions of Credit Linked Condition 1 (*Redemption Following the Occurrence of a Credit Event*) and Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) or Credit Linked Condition 4 (*Physical Settlement*), as applicable, shall apply to the Credit Linked Notes.

9. MATURITY DATE EXTENSION

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

Without prejudice to Credit Linked Condition 11 (*Settlement Suspension*), if on or prior to:

- (a) (A) the Scheduled Maturity Date, (B), if applicable, the Repudiation/Moratorium Evaluation Date, (C) if Grace Period Extension is specified as applying in the

Applicable Pricing Supplement, the Grace Period Extension Date, (D) the last day of the Notice Delivery Period or (E) if Auction Settlement is specified as the applicable Settlement Method, the DC Determination Cut-off Date, as the case may be, a Credit Event Determination Date has not occurred but, in the determination of the Calculation Agent, a Credit Event or Potential Credit Event (other than a Potential Repudiation/Moratorium) may have occurred; or

- (b) the Scheduled Maturity Date, in the determination of the Calculation Agent, a Potential Repudiation/Moratorium may have occurred,

the Issuer may at its option notify the Noteholders in accordance with General Condition 16 (*Notices*) that redemption of the Notes has been postponed and, in the case of (a) above, the Repudiation/Moratorium Evaluation Date, the Grace Period Extension Date, the last day of the Notice Delivery Period (which for these purposes shall apply in the case of (a)(A) above as well as (a)(D) above or, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, the DC Determination Cut-off Date, as the case may be, has been postponed to the Postponed Cut-off Date, and:

where:

- (a) in the case of Credit Linked Condition 9(a) above, a Credit Event Determination Date has not occurred on or prior to the Postponed Cut-off Date or, in the case of Credit Linked Condition 9(b) above, the Repudiation/Moratorium Extension Condition is not satisfied on or prior to the Postponed Cut-off Date:

- (i) subject as provided below each Note will be redeemed by the Issuer at the Final Redemption Amount on 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 Payment 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 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:

- (i) in the case of Credit Linked Condition 9(a) above, a Credit Event Determination Date has occurred on or prior to the Postponed Cut-off Date, the provisions of Credit Linked Condition 1 (*Redemption Following the Occurrence of a Credit Event*) and Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) or Credit Linked Condition 4 (*Physical Settlement*), as applicable, shall apply to the Credit Linked Notes; or
- (ii) in the case of Credit Linked Condition 9(b) above, the Repudiation/Moratorium Extension Condition is satisfied on or prior to the Postponed Cut-off Date, the provisions of Credit Linked Condition 6 (*Repudiation/Moratorium Extension*) shall apply to the Credit Linked Notes.

For the purposes hereof:

"Postponed Cut-Off Date" means the fifteenth (15th) Business Day after the Scheduled Maturity Date, the relevant Repudiation/Moratorium Evaluation Date or Grace Period Extension Date, or the last date of the Notice Delivery Period or, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, the DC Determination Cut-off Date, as the case may be; and

"Postponed Maturity Date" means the fifth (5th) Business Day after the Postponed Cut-off Date.

10. PARTIAL CASH SETTLEMENT

- 10.1 If all or a portion of the Obligations comprising the Entitlement are Undeliverable Obligations and/or Hedge Disruption Obligations and are not Delivered on or prior to the Latest Permissible Physical Settlement Date, the Issuer shall give notice (a **"Partial Cash Settlement Notice"**) to the Noteholders in accordance with General Condition 16 (*Notices*) and the Issuer shall pay in respect of each Undeliverable Obligation and/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 must give details of why it is unable to deliver the relevant Undeliverable Obligations or Hedge Disruption Obligation, as the case may be.

- 10.2 Unless otherwise specified in the Applicable Pricing Supplement, for the purposes of this Credit Linked Condition 10 (*Partial Cash Settlement*) only the following terms shall be defined as follows and such definitions will apply notwithstanding other definitions of such terms in Credit Linked Condition 12 (*Credit Linked Definitions*):

"Indicative Quotation" means, in accordance with the Quotation Method, each quotation obtained from a Quotation Dealer at the Valuation Time for (to the extent reasonably practicable) an amount of the Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, equal to the Quotation Amount, which reflects such Quotation Dealer's reasonable assessment of the price of such Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, based on such factors as such Quotation Dealer may consider relevant, which may include historical prices and recovery rates.

"Market Value" means, with respect to an Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, on a Valuation Date, (i) 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 or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (ii) 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); (iii) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations; (iv) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (v) if Indicative Quotations are specified as applying in the Applicable Pricing 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); (vi) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) then, subject to paragraph (b)

of the definition of "Quotation" below, an amount as determined by the Calculation Agent on the next Business Day on which at least two Full Quotations or a Weighted Average Quotation or, if applicable, three Indicative Quotations are obtained; and (vii) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained (and, if Indicative Quotations are applicable, fewer than three Indicative Quotations are obtained) on the same Business Day on or prior to the tenth Business Day following the Valuation Date the Market Value shall be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.

There shall be no "**Minimum Quotation Amount**".

"**Partial Cash Settlement Amount**" is deemed to be, for an Undeliverable Obligation or a Hedge Disruption 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 or Hedge Disruption Obligation, as the case may be, multiplied by (B) the Final Price with respect to such Undeliverable Obligation or Hedge Disruption Obligation, determined as provided in this Credit Linked Condition less if applicable (C) a *pro rata* share of Unwind Costs, if any (but excluding any Unwind Costs already taken into account in calculating the relevant Entitlement), and (ii) zero provided that where (i) the relevant Undeliverable Obligation or Hedge Disruption Obligation forms part of the Asset Package and the Calculation Agent determines in its sole discretion that a Final Price cannot reasonably be determined in respect of such Undeliverable Obligation or Hedge Disruption Obligation, then the Partial Cash Settlement Amount will be an amount calculated by the Calculation Agent in its sole discretion equal to the fair market value of the relevant Undeliverable Obligation or Hedge Disruption Obligation less Unwind Costs.

"**Partial Cash Settlement Date**" is deemed to be the date falling three (3) Business Days after the calculation of the Final Price.

"**Quotation**" means each Full Quotation, the Weighted Average Quotation and, if Indicative Quotations are specified as applying in the Applicable Pricing Supplement, each Indicative Quotation obtained and expressed as a percentage of the Outstanding Principal Balance or Due and Payable Amount, as applicable, of the relevant Undeliverable Obligation or Hedge Disruption Obligation with respect to a Valuation Date in the manner that follows:

- (a) The Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Quotation Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three (3) Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Quotation Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day and Indicative Quotations are specified as applying in the Applicable Pricing Supplement, the Calculation Agent shall attempt to obtain three Indicative Quotations from five or more Quotation Dealers.

- (b) If the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation (or, if Indicative Quotations are specified as applying in the Applicable Pricing Supplement, three Indicative Quotations) on the same Business Day on or prior to the tenth Business Day following the Valuation Date, the Quotations shall be deemed to be any Full Quotation obtained from a Quotation Dealer at the Valuation Time on such tenth Business Day or, if no Full Quotation is obtained, the weighted average of any firm quotations (or, if applicable, Indicative Quotations) for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, obtained from Quotation Dealers at the Valuation Time on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations (or, if applicable, Indicative Quotations) were not obtained on such day.
- (c) The Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligations, as the case may be, whether such Quotations shall include or exclude accrued but unpaid interest. All Quotations shall be obtained in accordance with this determination.

"Quotation Amount" is deemed to be, with respect to each type or issue of Undeliverable Obligation or Hedge Disruption Obligation, as the case may be, an amount equal to at least 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 by reference to exchange rates in effect at the time that the relevant Quotation is being obtained), as applicable, of such Undeliverable Obligation or Hedge Disruption Obligations, as the case may be.

"Quotation Method" is deemed to be Bid.

"Reference Obligation" is deemed to be each Undeliverable Obligation or Hedge Disruption Obligation, as the case may be.

"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 Time" is the time specified as such in the Applicable Pricing Supplement, or, if no time is so specified, 11:00 a.m. in the principal trading market for the Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be.

"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 Undeliverable Obligation or the Hedge Disruption Obligation, as the case may be, 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 that in aggregate are approximately equal to the Quotation Amount.

11. SETTLEMENT SUSPENSION

Without prejudice to Credit Linked Condition 9 (*Maturity Date Extension*), if:

- (i) Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement; and

- (ii) following the determination of a Credit Event Determination Date but prior to the Physical Settlement Date or, to the extent applicable, a first Valuation Date, there is a DC Credit Event Meeting Announcement,

the Calculation Agent may, at its option, determine that the applicable timing requirements of these Credit Linked Conditions and the definitions of Cash Settlement Date, Valuation Date, Scheduled Maturity Date, Physical Settlement Period, PSN Cut-off Date, Valuation Obligation Observation Settlement Period and VSN Cut-off Date, and any other Credit Linked 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 Credit Linked Conditions that have previously tolled or been suspended shall resume on the Business Day following such public announcement by the DC Secretary.

In the event of any such Suspension Period, the Calculation Agent may make (x) such consequential or other adjustment(s) or determination(s) to or in relation to the General Conditions and these Credit Linked 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).

12. CREDIT LINKED DEFINITIONS

2.5-year Limitation Date has the meaning given to that term in the definition of "Limitation Date".

10-year Limitation Date has the meaning given to that term in the definition of "Limitation Date".

Accrued Interest means for the purpose of these Credit Linked Conditions:

- (a) in respect of any Notes for which "Physical Settlement" is specified to be the Settlement Method in the Applicable Pricing Supplement (or for which Physical Settlement is applicable as the Fallback Settlement Method in accordance with Credit Linked Condition 2 (*Auction Settlement*)), the Outstanding Principal Balance of the Deliverable Obligations being Delivered will exclude accrued but unpaid interest, unless "Include Accrued Interest" is specified in the Applicable Pricing Supplement, in which case, the Outstanding Principal Balance of the Deliverable Obligations being Delivered will include accrued but unpaid interest, such interest to be determined by the Calculation Agent;

- (b) in respect of any Notes for which "Cash Settlement" is specified to be the applicable Settlement Method in the Applicable Pricing Supplement (or for which Cash Settlement is applicable as the Fallback Settlement Method in accordance with Credit Linked Condition 2 (*Auction Settlement*)), and:

- (i) "Include Accrued Interest" is specified in the

Applicable Pricing Supplement, the Outstanding Principal Balance of each Valuation Obligation shall include accrued but unpaid interest;

- (ii) "Exclude Accrued Interest" is specified in the Applicable Pricing Supplement, the Outstanding Principal Balance of each Valuation Obligation shall not include accrued but unpaid interest; or
 - (iii) neither "Include Accrued Interest" nor "Exclude Accrued Interest" is specified in the Applicable Pricing Supplement, the Calculation Agent shall determine, separately in respect of each Valuation Obligation, based on the then current market practice in the market of each Valuation Obligation whether the Outstanding Principal Balance of each Valuation Obligation shall include or exclude accrued but unpaid interest and, if applicable, the amount thereof; or
- (c) if Credit Linked Condition 10 (*Partial Cash Settlement*) applies, the Calculation Agent shall determine, based on the then current market practice in the market of the relevant Undeliverable Obligation or Hedge Disruption Obligation (as applicable), whether such Quotations shall include or exclude accrued but unpaid interest.

Affiliate

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

Asset

means each obligation, equity, amount of cash, security, fee (including any "early-bird" or other consent fee), right and/or other asset, whether tangible or otherwise and whether issued, incurred, paid or provided by the Reference Entity or a third party (or any value which was realised or capable of being realised in circumstances where the right and/or other asset no longer exists).

Asset Market Value

means the market value of an Asset, as the Calculation Agent shall determine by reference to an appropriate specialist valuation or in accordance with the methodology determined by the Credit Derivatives Determinations Committee.

Asset Package

means, in respect of an Asset Package Credit Event, all of the Assets in the proportion received or retained by a Relevant Holder in connection with such relevant Asset Package Credit Event (which may include the Prior Deliverable Obligation or Package Observable Bond, as the case may be). If the Relevant

Holder is offered 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. The Asset Package shall at all times be determined in accordance with publicly available information.

Asset Package Credit Event

means:

- (a) if "Financial Reference Entity Terms" and "Governmental Intervention" are specified as applicable in the Applicable Pricing Supplement:
 - (i) a Governmental Intervention; or
 - (ii) a Restructuring in respect of the Reference Obligation, if "Restructuring" is specified as applicable in the Applicable Pricing Supplement and such Restructuring does not constitute a Governmental Intervention; and
- (b) if the Reference Entity is a Sovereign and "Restructuring" is specified as applicable in the Applicable Pricing Supplement, a Restructuring,

in each case, whether or not such event is specified as the applicable Credit Event in the Credit Event Notice or, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, the DC Credit Event Announcement.

Asset Transfer Notice

means a notice that complies with Credit Linked Condition 4 (*Physical Settlement*) delivered by the Noteholder to the Issuer.

Auction

shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

Auction Cancellation Date

shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

Auction Covered Transaction

shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

Auction Final Price

shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

Auction Final Price Determination Date

shall have the meaning as shall be set forth in the relevant Transaction Auction Settlement Terms.

Auction Settlement Date

shall mean the date that is the number of Business Days as shall be specified in the relevant Transaction Auction Settlement Terms (or, if a number of Business Days is not so specified, five (5) Business Days) immediately following the Auction Final Price Determination Date.

Auction Settlement Notice

has the meaning given to that term in Credit Linked Condition 2 (*Auction Settlement*).

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 or the commencement of business rescue proceedings, 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 the commencement of business rescue proceedings or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty (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 or the commencement of business rescue proceedings (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, business rescue practitioner, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) calendar days

thereafter or before the Scheduled Maturity Date (in the case of Credit Linked Notes), whichever is earlier; or

- (h) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has any analogous effect to any of the events specified in clauses (a) to (g) above.

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 Pricing Supplement.

Calculation Agent Fallback Settlement Determination Date has the meaning given to that term in Credit Linked Condition 2 (*Auction Settlement*).

Cash Settlement Amount means:

- (a) the amount specified as such in the Applicable Pricing Supplement; or
- (b) if no such amount is specified as such in the Applicable Pricing Supplement, an amount calculated by the Calculation Agent in accordance with a formula specified in the Applicable Pricing Supplement for that purpose; or
- (c) if an amount is not specified in the Applicable Pricing Supplement and a formula to determine the Cash Settlement Amount is not specified in the Applicable Pricing Supplement, an amount calculated by the Calculation Agent equal to:

$$(A \times B) - C$$

where:

A is the Nominal Amount;

B is (i) the Credit Linked Reference Price minus (ii) one minus the Final Price or, if Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement and Credit Linked Condition 3 (*Cash Settlement*) does not apply, the Auction Final Price; and

C is Unwind Costs,

provided that in no event shall the Cash Settlement Amount be less than zero.

Cash Settlement Date means, subject to Credit Linked Condition 11 (*Settlement Suspension*):

- (a) if the Cash Settlement Amount is not specified in the Applicable Pricing Supplement or is calculated by

reference to the Final Price or the Auction Final Price, the day falling three (3) Business Days, or such other number of Business Days specified in the Applicable Pricing Supplement, after (i) the calculation of the Final Price or (ii) the Auction Settlement Date as applicable; or

- (b) if paragraph (a) above does not apply, the day falling three (3) Business Days, or such other number of Business Days specified in the Applicable Pricing Supplement, after the Credit Event Determination Date.

Cash Settlement Notice

has the meaning given to that term in Credit Linked Condition 3 (*Cash Settlement*).

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 or, if none at the relevant time, both the PSN Effective Date and the Delivery Date provided, however, that a Deliverable Obligation other than Bonds will be a Conditionally Transferable Obligation notwithstanding that consent of the Reference Entity or the guarantor, if any, of a Deliverable Obligation other than Bonds (or the consent of the relevant obligor 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 any Credit Derivatives Auction Settlement Terms published by ISDA, a form of which will be published by ISDA on its website at www.isda.org (or any successor website thereto) from time to time and may be amended from time to time.

Credit Derivatives Determinations Committee

means each committee established pursuant to the DC Rules 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 Applicable Pricing Supplement which may

include Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring or Governmental Intervention, or any additional Credit Event specified as such in the Applicable Pricing Supplement.

If an occurrence would otherwise constitute a Credit Event, such occurrence will constitute a Credit Event whether or not such occurrence arises directly or indirectly from, or is subject to a defence based upon:

- (a) any lack or alleged lack of authority or capacity of the Reference Entity to enter into any Obligation or, as applicable, an Underlying Obligor to enter into any Underlying Obligation;
- (b) any actual or alleged unenforceability, illegality, impossibility or invalidity with respect to any Obligation or, as applicable, any Underlying Obligation, however described;
- (c) any applicable law, order, regulation, decree or notice, however described, or the promulgation of, or any change in, the interpretation by any court, tribunal, regulatory authority or similar administrative or judicial body with competent or apparent jurisdiction of any applicable law, order, regulation, decree or notice, however described; or
- (d) the imposition of, or any change in, any exchange controls, capital restrictions or any other similar restrictions imposed by any monetary or other authority, however described.

Credit Event Backstop Date

means:

- (a) for purposes of any event that constitutes a Credit Event (or with respect to a "Repudiation/Moratorium", if applicable, the event described in paragraph (b) of the definition of Repudiation/Moratorium), as determined by DC Resolution, the date that is sixty (60) calendar days prior to the Credit Event Resolution Request Date; or
- (b) otherwise, the date that is sixty (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 Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement and the Notice Delivery Date occurs during the Post Dismissal

Additional Period, the Credit Event Resolution Request Date.

The Credit Event Backstop Date shall not be subject to adjustment in accordance with any Business Day Convention.

Credit 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) below, 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) above, the Credit Event Resolution Request Date, if a DC Credit Event Announcement has occurred, the Credit Event Resolution Request Date has occurred on or prior to the last day of the Notice Delivery Period (including prior to the Trade Date) and either:
 - (A) (I) the Credit Event is not an M(M)R Restructuring; and
 - (II) the Trade Date occurs on or prior to a DC Announcement Coverage Cut-off Date; or
 - (B) (I) the Credit Event is an M(M)R Restructuring; and
 - (II) a Credit Event Notice is delivered 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 the Issuer's Hedging Arrangements, or

- (b) if paragraph (a) above does not apply, the Non-Standard Credit Event Determination Date,

Provided further that, if Auction Settlement is the applicable Settlement Method, no Credit Event Determination Date will occur, and any Credit Event Determination Date previously determined with respect to an event shall be deemed not to have occurred, if, or to the extent that, prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Settlement Date, the Cash Settlement Date or the Maturity Date, as applicable, a DC No Credit Event Announcement Date occurs with respect to the relevant event. Notwithstanding the above, if a Credit Event Determination Date is deemed not to have occurred following the deemed revocation of a Credit Event Notice in accordance with paragraph (b) of the definition of "Credit Event" below, the Calculation Agent shall not be precluded from delivering a further Credit Event Notice subsequently.

Provided further that, if the Calculation Agent subsequently determines, in its sole and absolute discretion that a Credit Event has not occurred and delivers a Credit Event Revocation Notice to the Issuer, no Credit Event Determination Date will have occurred. Following receipt of a Credit Event Revocation Notice, the Issuer shall notify Noteholders in accordance with General Condition 16 (*Notices*).

If, in accordance with the provisions above, (i) following the determination of a Credit Event Determination Date, such Credit Event Determination Date is deemed (A) to have occurred on a date that is different from the date that was originally determined to be the Credit Event Determination Date or (B) not to have occurred or (ii) a Credit Event Determination Date is deemed to have occurred prior to one or more preceding Interest Payment Dates, the Calculation Agent will determine (1) such adjustment(s) to these Credit Linked Conditions (including any adjustment to payment amounts) as may be required to achieve as far as practicable the same economic position of Noteholders as would have prevailed had a Credit Event Determination Date occurred on such deemed date of occurrence and (2) the effective date of such adjustment(s).

Credit Event Notice

means a 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 Trade Date or, if earlier and if specified as applicable in the Applicable Pricing Supplement, the Credit Event Backstop Date and on or prior to the Extension Date,

provided that:

- (a) any Credit Event Notice that describes a Credit Event that occurred after the Scheduled Maturity Date must relate to the relevant Potential Failure to Pay, in the case of a Grace Period Extension Date, or the relevant Potential Repudiation/Moratorium, in the case of a Repudiation/Moratorium Evaluation Date; and
- (b) if Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, and prior to the Auction Final Price Determination Date, a Valuation Date, the Physical Settlement Date, the Cash Settlement Date or the Maturity Date as applicable, a DC No Credit Event Announcement is made with respect to the Credit Event that is the subject of the Credit Event Notice, other than where such Credit Event is a Restructuring:
 - (i) if Local Market Variation if specified as not applicable in the Applicable Pricing Supplement, the Credit Event Notice shall be deemed to be revoked and no Credit Event Determination Date shall have occurred; or
 - (ii) if Local Market Variation is specified as applicable in the Applicable Pricing Supplement, the Credit Event Notice shall be deemed to be revoked and no Credit Event Determination Date shall have occurred, unless the Calculation Agent, acting in good faith and in a commercially reasonable manner, determines that such Credit Event occurred as a result of Local Market Variation being applicable, in which case the Credit Event Notice shall remain valid,

For the avoidance of doubt, such deemed revocation of the Credit Event Notice pursuant to paragraph (b) above shall not prevent the Calculation Agent from delivering a further Credit Event Notice subsequently, whether or not such Credit Event Notice relates to the same event or occurrence that was the subject of the DC No Credit Event Announcement.

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 Credit Linked Condition 15 (*Calculation Agent Notices*).

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.

Credit Event Revocation Notice means a notice from the Calculation Agent to the Issuer that the Calculation Agent has subsequently determined that a Credit Event that was the subject of an earlier Credit Event Notice did not constitute a Credit Event and no Credit Event Determination Date has occurred, provided that such notice is given no later than:

- (a) if Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, the Auction Final Price Determination Date; or
- (b) if Cash Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement or Credit Linked Condition 2(b)(x) applies, the date on which the Final Price is determined; or
- (c) if Physical Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement or Credit Linked Condition 2(b)(y) applies, the Delivery Date.

For the avoidance of doubt, the service of a Credit Event Revocation Notice shall not prevent the Calculation Agent from delivering a further Credit Event Notice subsequently.

Credit Linked Reference Price means the percentage specified as such in the Applicable Pricing Supplement.

Currency Amount means, with respect to (a) (i) a Deliverable Obligation specified in a Notice of Physical Settlement or (ii) a Valuation Obligation specified in a Notice of Valuation Settlement, in either case, that is denominated in a currency other than the Settlement Currency, an amount converted to the Settlement Currency using a conversion rate determined by reference to the Currency Rate and (b) (i) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice or (ii) a Replacement Valuation Obligation specified in a Valuation Settlement Amendment Notice, an amount converted to the Settlement Currency (or, if applicable, back into the Settlement Currency) using a conversion rate determined by reference to the Currency Rate, if any, and each Revised Currency Rate used to convert each (i) Replaced Deliverable Obligation Outstanding Amount applicable specified in each Physical Settlement Amendment Notice or (ii) each Replaced Valuation Obligation

Outstanding Amount, specified in each Valuation Settlement Amendment Notice, as applicable, with respect to that portion of the relevant Credit Linked Notes into the currency of denomination of the relevant Replacement Deliverable Obligation or the relevant Replacement Valuation Obligation, as applicable.

Currency Rate

means, with respect to (a) (i) a Deliverable Obligation specified in the Notice of Physical Settlement or any Physical Settlement Amendment Notice, or (ii) a Valuation Obligation specified in a Notice of Valuation Settlement or any Valuation Settlement Amendment Notice, as applicable, the rate of conversion between the Settlement Currency and the currency in which the Outstanding Principal Balance or Due and Payable Amount of such Deliverable Obligation is denominated that is either (A) determined by reference to the Currency Rate Source as at the Next Currency Fixing Time or (B) if such rate is not available at such time, determined by the Calculation Agent and (b) a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice, the Revised Currency Rate.

Currency Rate Source

means:

- (a) where (A) Auction Settlement is expressed as the applicable Settlement Method and (B) Local Market Variation is specified as not applicable, in each case, as specified in the Applicable Pricing Supplement, the mid-point rate of conversion published by WM/Reuters at 4:00 p.m. (London time), or any successor rate source approved by the relevant Credit Derivatives Determinations Committee or, if no such successor rate source is approved by the Credit Derivatives Determinations Committee, any successor rate source selected by the Calculation Agent in a commercially reasonable manner in accordance with objective industry guidelines provided that the successor rate source shall be published on SENS promptly following the determination thereof; or
- (b) if paragraph (a) above does not apply, the mid-point rate of conversion published by WM/Reuters at 11h00 (Johannesburg time) or any successor to the WM/Reuters service or any successor rate source selected by the Calculation Agent in a commercially reasonable manner in accordance with industry guidelines, provided that the successor rate source shall be published on SENS promptly following the determination thereof.

Cut-off Date

has the meaning given to that term in Credit Linked Condition 4 (*Physical Settlement*).

**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 (14) calendar days following the No Auction Announcement Date, if any, as applicable.

DC Credit Event Announcement	means, with respect to the Reference Entity, a public announcement by the DC Secretary that the relevant Credit Derivatives Determinations Committee has Resolved that an event that constitutes a Credit Event has occurred on or after the Trade Date or, if earlier and if specified as applicable in the Applicable Pricing Supplement, the Credit Event Backstop Date and on or prior to the Extension Date (the date such event occurred to be as determined by the Calculation Agent if not specified in the relevant DC Resolution), 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 Credit Linked Condition 8 (<i>Credit Derivatives Determinations Committee Extension</i>).
DC Determination Postponed Date	has the meaning given to that term in Credit Linked Condition 8 (<i>Credit Derivatives Determinations Committee Extension</i>).
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 Party	has the meaning given to that term in the DC Rules.
DC Resolution	has the meaning given to that term the DC Rules.
DC Rules	means the Credit Derivatives Determinations Committees Rules, as 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.

DC Secretary

has the meaning given to that term in the DC Rules.

Default Requirement

means the amount specified as such in the Applicable Pricing Supplement or its equivalent in the relevant Obligation Currency or, if no such amount is specified in the Applicable Pricing Supplement, ZAR25,000,000, 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 Entitlement to the relevant Designated Transferee 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 Entitlement consists of Direct Loan Participations, "Deliver" means to create (or procure the creation of) a participation in favour of the relevant Designated Transferee 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 applies, and:

- (a) Physical Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement or Credit Linked Condition 2(b)(y) applies, (i) Delivery of a Prior Deliverable Obligation or a Package Observable Bond specified in the Notice of Physical Settlement or Physical Settlement 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 preceding 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 (3) Business Days following the date on which the Issuer has notified the Noteholders in accordance with Credit Linked Condition 4 (*Physical Settlement*) 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; or

- (b) Cash Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement or Credit Linked Condition 2(b)(x) applies, (i) the Calculation Agent may determine that the Asset Package shall be a Valuation Obligation for the purposes of determining the Final Price, 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 preceding 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 and the Calculation Agent has made the determination referred to in (i) above, the relevant Final Price (or portion thereof relating to the Asset Package) will be deemed to be zero.

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;

- (d) if Asset Package Delivery is applicable, (i) if Financial Reference Entity Terms is specified as applicable in the Applicable Pricing Supplement, any Prior Deliverable Obligation, or (ii) if the Reference Entity is a Sovereign, any Package Observable Bond; and
- (e) any other Additional Deliverable Obligation of a Reference Entity specified as such in the Applicable Pricing Supplement,

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 Applicable Pricing Supplement, and, subject to paragraph (ii) (*Interpretation of Provisions*) below, having each of, the Deliverable Obligation Characteristics, if any, specified in the Applicable Pricing Supplement, in each case, as of each such date the Calculation Agent determines relevant for purposes of the Hedging Arrangements, or if none at the relevant time, (x) the PSN Effective Date and the Delivery Date (unless otherwise specified) or (y) the VSN Effective Date and the Cash Settlement Date, as applicable. 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) provided that if no Deliverable Obligation Category is specified in the Applicable Pricing Supplement, the Deliverable Obligation Category shall be the Deliverable Obligation Category specified in respect of the applicable transaction type in the most recently published ISDA Credit Derivatives Physical Settlement Matrix, as determined by the Calculation Agent.

- (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, provided that if no Deliverable Obligation Characteristics are specified in the Applicable Pricing Supplement, the Deliverable Obligation Characteristics shall be the same as the Deliverable Obligation Characteristics specified in respect of the applicable transaction type in the most recently published ISDA Credit Derivatives Physical Settlement Matrix, as determined by the Calculation Agent;
- (a) **"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 or 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;
- (b) **"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;
- (c) **"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);

- (d) "**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;
- (e) "**Maximum Maturity**" means an obligation that has a remaining maturity of not greater than the period specified in the Applicable Pricing Supplement (or if no such period is specified, thirty years);
- (f) "**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

- (g) "**Not Bearer**" means any obligation that is not a bearer instrument unless interests with respect to such bearer instrument are cleared via the Central Depository, any other internationally recognised clearing system, or (unless (A) Auction Settlement is the applicable Settlement Method and (B) Local Market Variation is specified as not applicable, in each case, in the Applicable Pricing Supplement), Strate.

(ii) *Interpretation of Provisions*

- (A) If either of the Obligation Characteristics "Listed" or "Not Domestic Issuance" is specified in the Applicable Pricing Supplement, the Applicable Pricing Supplement shall be construed as though the relevant Obligation Characteristic had been specified as an Obligation Characteristic only with respect to Bonds.
- (B) If (i) any of the Deliverable Obligation Characteristics "Listed", "Not Domestic Issuance" or "Not Bearer" is specified in the Applicable Pricing Supplement, the Applicable Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Bonds; (ii) the Deliverable Obligation Characteristic "Transferable" is specified in the Applicable Pricing Supplement, the Applicable Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Deliverable Obligations that are not Loans; or (iii) any of the Deliverable Obligation Characteristics "Assignable Loan", "Consent Required Loan" or "Direct Loan Participation" is specified in the Applicable Pricing

Supplement, the Applicable Pricing Supplement shall be construed as though such Deliverable Obligation Characteristic had been specified as a Deliverable Obligation Characteristic only with respect to Loans.

- (C) If more than one of "Assignable Loan", "Consent Required Loan" and "Direct Loan Participation" are specified as Deliverable Obligation Characteristics in the Applicable Pricing Supplement, the Deliverable Obligations may include any Loan that satisfies any one of such Deliverable Obligation Characteristics specified and need not satisfy all such Deliverable Obligation Characteristics.
- (D) If an Obligation or a Deliverable Obligation is a Relevant Guarantee, the following will apply:
 - (a) 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;
 - (b) 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 Applicable Pricing Supplement from the following list: "Not Subordinated", "Specified Currency", "Not Sovereign Lender", "Not Domestic Currency" and "Not Domestic Law".
 - (c) 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 Applicable Pricing Supplement from the following list: "Listed", "Not Domestic Issuance", "Assignable Loan", "Consent Required

Loan", "Direct Loan Participation", "Transferable", "Maximum Maturity", "Accelerated" or "Matured" and "Not Bearer"; and

- (d) for 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 Applicable Pricing Supplement, if an obligation would otherwise satisfy a particular Obligation Characteristic or Deliverable Obligation Characteristic, the existence of any terms in the relevant obligation in effect at the time of making the determination which permit the Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a Governmental Intervention, shall not cause such obligation to fail to satisfy such Obligation Characteristic or Deliverable Obligation Characteristic.
- (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

Applicable Pricing Supplement, if an obligation would otherwise satisfy the "Maximum Maturity" Deliverable Obligation Characteristic, the existence of any Solvency Capital Provisions in such obligation shall not cause it to fail to satisfy such Deliverable Obligation Characteristic.

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 Provisions	has the meaning set forth in the relevant Credit Derivatives Auction Settlement Terms.
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).
Delivery Expenses	has the meaning given to that term in Credit Linked Condition 4 (<i>Physical Settlement</i>).
Delivery Expenses Cut-off Date	has the meaning given to that term in Credit Linked Condition 4 (<i>Physical Settlement</i>).
Designated Transferee	means the person specified in an Asset Transfer Notice, to whom Delivery of the Deliverable Obligations is to be made, which person may be the Noteholder or any other person;
Domestic Currency	means the currency specified as such in the Applicable Pricing Supplement and any successor currency thereto (or if no such currency is specified, the lawful currency and any successor currency of (a) the 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. In no event shall Domestic Currency include any Standard Specified Currency.
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. As used herein, " 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.

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) (i) 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 (ii) the relevant VSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the first Valuation Date, the first Valuation Date), as applicable, or (B) the relevant Valuation Date, as applicable.

Eligible Information

means information which is publicly available or which can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

Eligible Transferee

means:

- (a) any:
 - (i) bank or other financial institution;
 - (ii) insurance or reinsurance company;
 - (iii) mutual fund, unit trust or similar collective investment vehicle (other than an entity described in paragraph (c) below); 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 ZAR500,000,000;

- (b) an Affiliate of an entity specified in 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 ZAR250,000,000 or (B) is one of a group of

investment vehicles under common control or management having, in aggregate, total assets of at least ZAR500,000,000; or

- (ii) that has total assets of at least ZAR500,000,000; or
- (iii) the obligations of which under an agreement, contract or transaction are guaranteed or otherwise supported by a letter of credit or keepwell, support, or other agreement by an entity described in sub-paragraph (a), (b), (c)(i) or (d); or
- (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 US\$ include equivalent amounts in other currencies in each case as determined by the Calculation Agent.

Entitlement

means, in respect of each nominal amount of Notes equal to the Nominal Amount, Deliverable Obligations, as selected by the Issuer, 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) above, the equivalent Currency Amount of any such amount), in an aggregate amount as of the relevant Delivery Date equal to the Nominal Amount less, (i) if Unwind Costs are specified as applying in the Applicable Pricing Supplement and are positive, Deliverable Obligations with a market value determined by the Calculation Agent on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to a *pro rata* share of Unwind Costs and (ii) less, if the Noteholder has instructed that Delivery Expenses be deducted in the calculation of the Entitlement in the Asset Transfer Notice or if the Noteholder has not paid the Delivery Expenses on or prior to the Delivery Expenses Cut-off Date as provided in Credit Linked Condition 4 (*Physical Settlement*), Deliverable Obligations with a market value determined by the Calculation

Agent on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the Delivery Date equal to Delivery Expenses.

Excluded Deliverable Obligation means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the Applicable Pricing Supplement;
- (b) any principal only component of a Bond from which some or all of the interest components have been stripped; and
- (c) if Asset Package Delivery is applicable, any obligation issued or incurred on or after the date of the relevant Asset Package Credit Event.

Excluded Obligation means:

- (a) any obligation of a Reference Entity specified as such or of a type described in the Applicable Pricing Supplement;
- (b) if "Financial Reference Entity Terms" is specified as applicable in the Applicable Pricing 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 Applicable Pricing 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 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 "Credit 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 fourteen (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 "Credit Event Determination Date" 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 (for the purposes of this definition of Extension Date, the "**Scheduled Termination Date**");
- (b) the Grace Period Extension Date if (i) "Failure to Pay" and "Grace Period Extension" are specified as applying in the Applicable Pricing Supplement, and (ii) the Potential Failure to Pay with respect to the relevant Failure to Pay occurs on or prior to the Scheduled Termination Date; and
- (c) the Repudiation/Moratorium Evaluation Date (if any) if "Repudiation/Moratorium" is specified as applicable in the Applicable Pricing Supplement, as applicable.

Failure to Pay

means after the expiration of any applicable Grace Period (after the satisfaction of any conditions precedent to the commencement of such Grace Period), the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations in accordance with the terms of such Obligations at the time of such failure 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 any Credit Linked Notes for which Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, the fallback settlement method specified in the Applicable Pricing Supplement.

Final List	has the meaning given in the DC Rules.
Final Price	<p>means the price of:</p> <ul style="list-style-type: none"> (a) the relevant Valuation Obligation, or, if there is more than one Valuation Obligation, the weighted average price of the Valuation Obligation(s); or (b) if Credit Linked Condition 10 (<i>Partial Cash Settlement</i>) applies, the relevant Reference Obligation, <p>in each case, expressed as a percentage of its Outstanding Principal Balance or Due and Payable Amount, as applicable, determined in accordance with the Valuation Method specified in the Applicable Pricing Supplement or, where applicable, Credit Linked Condition 10 (<i>Partial Cash Settlement</i>) and in the case of paragraph (a) above on the basis that (x) any weighted average price is determined by reference to the Outstanding Principal Balance(s) or Due and Payable Amount(s) of each Valuation Obligation in the Valuation Reference Holding and (y) the Calculation Agent will seek to obtain quotations for each such Valuation Obligation.</p> <p>The Calculation Agent shall as soon as practicable after obtaining all Quotations for a Valuation Date, make available for inspection by Noteholders at the specified office of the Paying Agent (i) each such Quotation that it receives in connection with the calculation of the Final Price and (ii) a written computation showing its calculation of the Final Price.</p>
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).
Fractional Entitlement	has the meaning given to that term in Credit Linked Condition 4 (<i>Physical Settlement</i>).
Full Quotation	means, in accordance with the Quotation Method each firm quotation obtained from a Quotation Dealer at the Valuation Time, to the extent reasonably practicable, for an amount of the Reference Obligation or Valuation Obligation, as applicable, 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, or if none at the relevant time, both the PSN Effective Date and the Delivery Date. Any requirement that notification of novation, assignment or transfer of a Deliverable Obligation be provided to a trustee, fiscal agent, administrative agent, clearing agent or paying agent for a Deliverable Obligation shall not be considered 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-governmental 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 paragraphs (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) above.

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.

Grace Period

means:

- (a) subject to 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 Applicable Pricing 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, the Grace Period will be deemed to be the lesser of such grace period and the period specified as such in the Applicable Pricing Supplement or, if no period is specified in the Applicable Pricing Supplement, thirty (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 Applicable Pricing Supplement, such deemed Grace Period shall

expire no later than the Scheduled Maturity Date.

Grace Period Business Day means a day on which commercial banks and foreign exchange markets are generally open to settle payments in the place or places and on the days specified for that purpose in the relevant Obligation 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 Applicable Pricing Supplement; and
- (b) a Potential Failure to Pay occurs on or prior to the Scheduled Maturity Date,

the date that is five (5) Business Days following 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 Applicable Pricing Supplement, Grace Period Extension shall not apply.

Guarantee means a Relevant Guarantee or a guarantee which is the Reference Obligation.

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.

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 either (i) has not received the relevant Deliverable Obligations or (ii) cannot obtain the relevant Valuation Obligations, as applicable, under the terms of the Hedging Arrangements (if any).

Hedge Disruption Obligation means either:

- (a) a Deliverable Obligation included in the Entitlement 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; or
- (b) a Valuation Obligation included in the Valuation Reference Holding which, on the Valuation Obligation Observation Date for such Valuation Obligation, the

Calculation Agent determines cannot be valued as a result of a Hedge Disruption Event

Intervening Period	means such period of time as any person other than the relevant Designated Transferee shall continue to be registered as the legal owner of any securities or other obligations comprising the Entitlement.
ISDA	means the International Swaps and Derivatives Association, Inc.
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 or, if none, as determined by the Calculation Agent in its sole and absolute discretion by reference to such source(s) as it determines appropriate.
Latest Maturity Restructured Bond or Loan	has the meaning given to that term in the definition of "Restructuring Maturity Limitation Date".
Latest Permissible Physical Settlement Date	means the thirtieth (30th) Business Day following the Physical Settlement Date.
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 Applicable Pricing Supplement.
Market Value	means, with respect to a Valuation 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 and paragraph (c) below shall apply as if exactly two Full Quotations were obtained);

- (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full Quotations;
- (d) if fewer than two Full Quotations and a Weighted Average Quotation is obtained, such Weighted Average Quotation;
- (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, subject as provided in the definition of Quotation, an amount the Calculation Agent shall determine on the next Business Day on which two or more Full Quotations or a Weighted Average Quotation is obtained; and
- (f) if two or more Full Quotations or a Weighted Average Quotation are not 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 a 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.

Minimum Quotation Amount

means the amount specified as such in the Applicable Pricing Supplement (or its equivalent in the relevant Obligation Currency) or, if no amount is so specified, the lower of (a) USD1,000,000 (or its equivalent in the relevant Obligation Currency) and (b) the 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, if the Scheduled Maturity Date is later than the 10 year Limitation Date, the Modified Restructuring Maturity Limitation Date will be the Scheduled Maturity Date.

Movement Option

means, 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 General Condition 16 (*Notices*).

Movement Option Cut-off Date

means the date that is one Relevant City Business Day following the Exercise Cut-off Date, or, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, such other date as the relevant Credit Derivatives Determinations Committee has Resolved.

Multiple Holder Obligation

shall have the meaning given to such term in Credit Linked Condition 14 (*Provisions Relating to Multiple Holder Obligation*).

Next Currency Fixing Time

means:

- (a) where (A) Auction Settlement is specified as the applicable Settlement Method and (B) Local Market Variation is specified as not applicable, in each case, in the Applicable Pricing Supplement, and Physical Settlement applies by virtue of Credit Linked Condition 2(b)(y), 4:00 p.m. (London time) on such London Business Day as the Calculation Agent shall select falling no more than five (5) Business Days immediately preceding the date on which the Notice of Physical Settlement, relevant Physical Settlement Amendment Notice, relevant Partial Cash Settlement Notice, Notice of Valuation Settlement or relevant Valuation Settlement Amendment Notice, as applicable, is effective. For the purposes of determining the Next Currency Fixing Time, "**London Business Day**" means a day on which banks and foreign exchange markets are generally open to settle payments in London.
- (b) if paragraph (a) above does not apply, 11:00 a.m. (Johannesburg time) on such Johannesburg Business Day as the Calculation Agent shall select falling no

more than five (5) Johannesburg Business Days immediately preceding the date on which the Notice of Physical Settlement, relevant Physical Settlement Amendment Notice, relevant Partial Cash Settlement Notice, the Notice of Valuation Settlement, relevant Valuation Settlement Amendment Notice, as applicable, is effective. For the purposes of determining the Next Currency Fixing Time, "**Johannesburg Business Day**" means a day on which banks and foreign exchange markets are generally open to settle payments in Johannesburg.

No Auction Announcement Date means, with respect to a Credit Event, and only where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, 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 Credit Event Determination Date means with respect to a Credit Event:

- (a) if Cash Settlement or Physical Settlement are specified as the applicable Settlement Method, the Notice

Delivery Date, if the Notice Delivery Date occurs during the Notice Delivery Period; or

- (b) if Auction Settlement is specified as the applicable Settlement Method, 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.

Non-Standard Exercise Cut-off Date

means, with respect to a Credit Event to which paragraph (a) of the definition of "Credit Event Determination Date" does not apply:

- (a) subject to paragraph (b) below, the Notice Delivery Date, if the Notice Delivery Date occurs during the Notice Delivery Period; or
- (b) if Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement,
 - (i) if such Credit Event is not an M(M)R Restructuring, either:
 - (A) the Relevant City Business Day prior to the Auction Final Price Determination Date, if any;
 - (B) the Relevant City Business Day prior to the Auction Cancellation Date, if any; or
 - (C) the date that is fourteen (14) calendar days following the No Auction Announcement Date, if any, as applicable; or
 - (ii) if such Credit Event is an M(M)R Restructuring and:
 - (A) 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
 - (B) otherwise, the date that is fourteen (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.
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 Applicable Pricing 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 date that is fourteen (14) calendar days after the Extension Date.
Notice of Physical Settlement	has the meaning given to that term in Credit Linked Condition 4 (<i>Physical Settlement</i>).
Notice of Valuation Settlement	has the meaning given to that term in Credit Linked Condition 3 (<i>Cash Settlement</i>).
Notice of Publicly Available Information	means a notice from the Calculation Agent 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 applicable in the Applicable Pricing 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 Credit Linked Condition 15 (<i>Calculation Agent Notices</i>).
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.

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;
- (b) the Reference Obligation; and
- (c) any Additional Obligation of a Reference Entity specified as such in the Applicable Pricing Supplement,

in each case unless it is an Excluded Obligation.

"*Method for Determining Obligations*". For the purposes of paragraph (a) above, the term "Obligation" may be defined as the obligation of each Reference Entity described by the Obligation Category specified in the Applicable Pricing Supplement, and having each of the Obligation Characteristics (if any) specified in the Applicable Pricing Supplement, in each case, immediately prior to the Credit Event which is the subject of either the Credit Event Notice or, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, 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 Applicable Pricing 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 Applicable Pricing 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, then the priority of payment of the Reference Obligation or the Prior Reference Obligation, as applicable, shall be determined as of the date of selection) and, in each case, shall not reflect any change to such ranking in priority of payment after such date; and

- (c) "**Prior Reference Obligation**" means, in circumstances where there is no Reference Obligation applicable to the relevant Notes, (I) the Reference Obligation most recently applicable thereto, if any, and otherwise, (II) the obligation specified in the Applicable Pricing Supplement as the Reference Obligation, if any, if such Reference Obligation was redeemed on or prior to the Trade Date and otherwise, (III) any unsubordinated Borrowed Money obligation of the Reference Entity;
- (d) "**Specified Currency**" means an obligation that is payable in the currency or currencies specified as such in the Applicable Pricing Supplement (or, if Specified Currency is specified in the Applicable Pricing Supplement and no currency is so specified, any Standard Specified Currency) provided that if the euro is a Specified Currency, "Specified Currency" shall also include an obligation that was previously payable in the euro, regardless of any redenomination thereafter if such redenomination occurred as a result of action taken by a Governmental Authority of a Member State of the European Union which is of general application in the jurisdiction of such Governmental Authority;
- (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 applicable Domestic Law, provided that the laws of England, the laws of the State of New York, and (except where Auction Settlement is specified as the applicable Settlement Method and Local Market Variation is specified as not applicable, in each case as specified in the Applicable Pricing Supplement), the laws of South Africa 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 or default or other similar condition or event (however described), other than a failure to make any required payment, in respect of the Reference Entity under one or more Obligations.

Obligation Currency	means the currency or currencies in which 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 the 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 Applicable Pricing 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 or Notice of Valuation Settlement, as applicable.
Outstanding Principal Balance	means the outstanding principal balance of an obligation which will be calculated as follows: <ul style="list-style-type: none"> (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) (1) 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 (2) the relevant VSN Effective Date (or if the terms of the obligation are amended after such date but on or prior to the first Valuation Date, the first Valuation Date), as applicable, 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 such term shall be defined in the relevant Parallel Auction Settlement Terms.

Parallel Auction Cancellation Date

means "Auction Cancellation Date" as such term shall be 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 Date	shall have the meaning given to that term in Credit Linked Condition 10 (<i>Partial Cash Settlement</i>).
Partial Cash Settlement Notice	shall have the meaning given to that term in Credit Linked Condition 10 (<i>Partial Cash Settlement</i>).
Payment Requirement	means the amount specified as such in the Applicable Pricing Supplement or its equivalent in the relevant Obligation Currency or, if no such amount is specified in the Applicable Pricing Supplement, ZAR10,000,000, 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	<p>means, with respect to an obligation, any reduction to the Reference Entity's payment obligations:</p> <ul style="list-style-type: none"> (a) as a result of the application of: <ul style="list-style-type: none"> (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 Applicable Pricing Supplement, any Solvency Capital Provisions; or (v) if "Financial Reference Entity Terms" are specified as applicable in the Applicable Pricing 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 Amendment Notice	has the meaning given to that term in Credit Linked Condition 4 (<i>Physical Settlement</i>).
Physical Settlement Date	means the last day of the longest Physical Settlement Period following the PSN Cut-off Date (the " Scheduled Physical Settlement Date ") provided that if a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Physical Settlement Date, the Physical Settlement Date shall be the earlier of (i) the second Business Day following the date on which no Hedge Disruption Event subsists and (ii) the day falling sixty (60) Business Days following the Scheduled Physical Settlement Date.
Physical Settlement Period	means, subject to Credit Linked Condition 4 (<i>Physical Settlement</i>), the number of Business Days specified as such in the Applicable Pricing Supplement or, if a number of Business Days is not so specified, then, with respect to a Deliverable Obligation comprising the Entitlement, 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 the Noteholders in accordance with Credit Linked Condition 4 (<i>Physical Settlement</i>) 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 thirty five (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 (14) calendar days thereafter (provided that the relevant Credit Event Resolution Request Date occurred on or prior to the end of the last day of the Notice Delivery Period (including prior to the Trade Date)).
Postponed Cut-off Date	shall have the meaning given to that term in Credit Linked Condition 9 (<i>Maturity Date Extension</i>).
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 Auction Settlement is specified as applicable in the Applicable Pricing Supplement and a Credit Event Resolution

Request Date has occurred and the relevant Credit Derivatives Determinations Committee has not made its determination, such event will be deemed to be a Potential Credit Event. The Calculation Agent and, provided that Auction Settlement is specified as the applicable Settlement Method, a Credit Derivatives Determinations Committee may each determine whether a Potential Failure to Pay or a Potential Repudiation/Moratorium has occurred.

Potential Failure to Pay

means the failure by the Reference Entity to make, when and where due, any payments in an aggregate amount of not less than the Payment Requirement under one or more Obligations, in accordance with the terms of such Obligations at the time of such failure, without regard to any grace period or any conditions precedent to the commencement of any grace period applicable to such Obligations.

Potential Repudiation/Moratorium

means the occurrence of an event described in 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, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, 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 paragraph (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, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, 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, where applicable, to Credit Linked Condition 4 (*Physical Settlement*) and Credit Linked Condition 11 (*Settlement Suspension*):

- (a) Subject to paragraph (b) below, the thirtieth calendar day after the Credit Event Determination Date; or
- (b) if, in accordance with the terms of Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 4 (*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 thirtieth calendar day after the Credit Event Determination Date; and
 - (B) the thirtieth calendar day after the Auction Cancellation Date or the No Auction Announcement Date, occurring pursuant to paragraph (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 thirtieth calendar day after the Credit Event Determination Day; 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 sub-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 (a) 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 paragraph (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the thirtieth calendar day after the Credit Event determination Date.

PSN Effective Date

means the date on which an effective Notice of Physical Settlement or Physical Settlement Amendment Notice, as the case may be, is delivered by the Issuer in accordance with Credit Linked Condition 4 (*Physical Settlement*).

Public Source

means:

(a) if (A) Auction Settlement is specified as the applicable Settlement Method and (B) Local Market Variation is specified as not applicable, in each case, in the Applicable Pricing Supplement each source of Publicly Available Information specified as such in the

Applicable Pricing Supplement (or if no such source is specified in the Applicable Pricing Supplement, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review, and Debtwire, (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources); or

- (b) if sub-paragraph (a) above does not apply, each source of Publicly Available Information specified as such in the Applicable Pricing Supplement (or if no such source is specified in the Applicable Pricing Supplement, each of Bloomberg, Reuters, Dow Jones Newswires, The Wall Street Journal, The New York Times, Nihon Keizai Shimbun, Asahi Shimbun, Yomiuri Shimbun, Financial Times, La Tribune, Les Echos, The Australian Financial Review, Debtwire, Business Day newspaper, Financial Mail and moneyweb.co.za (and successor publications), the main source(s) of business news in the country in which the Reference Entity is organised and any other internationally recognised published or electronically displayed news sources).

Publicly Available Information

means information that reasonably confirms any of the facts relevant to the determination that the Credit Event or 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) above is not publicly available, it can only constitute Publicly Available Information if it can be made public without violating any law, agreement, understanding or other restriction regarding the confidentiality of such information.

In relation to any information of the type described in paragraph (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" below.

Qualifying Affiliate Guarantee

means a Qualifying Guarantee provided by the Reference Entity in respect of an Underlying Obligation of a Downstream Affiliate of the Reference Entity.

Qualifying Guarantee

means a guarantee evidenced by a written instrument (which may include a statute or regulation), pursuant to which the Reference Entity irrevocably agrees, undertakes or is otherwise obliged to pay all amounts of principal and interest (except for amounts which are not covered due to the existence of a Fixed Cap) due under an Underlying Obligation for which the Underlying Obligor is the obligor, by guarantee of payment and not by guarantee of collection (or, in either case, any legal arrangement which is equivalent thereto in form under the relevant governing law).

A Qualifying Guarantee shall not include any guarantee:

- (a) which is structured as a surety bond, financial guarantee insurance policy or letter of credit (or any legal arrangement which is equivalent thereto in form); or
- (b) pursuant to the terms applicable thereto, the principal payment obligations of the Reference Entity can be discharged, released, reduced, assigned or otherwise altered as a result of the occurrence or non-occurrence of an event or circumstance, 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 Applicable Pricing Supplement; or
 - (B) any Solvency Capital Provisions, if "Subordinated European Insurance Terms" is specified as applicable in the Applicable Pricing Supplement.

If the guarantee or Underlying Obligation contains provisions relating to the discharge, release, reduction, assignment or other alteration of the principal payment obligations of the Reference Entity and such provisions have ceased to apply or are suspended at the time of the relevant determination, in accordance with the terms of such guarantee or Underlying Obligation, due to or following the occurrence of (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 Applicable Pricing 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 and the Weighted Average 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 (3) 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 the Calculation Agent is unable to obtain two or more Full Quotations or a Weighted Average Quotation on the same Business Day on or prior to the tenth Business Day following the applicable Valuation Date the Quotations shall be deemed to be 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.

Quotation Amount

means the amount specified as such in the Applicable Pricing 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 Pricing Supplement, the aggregate Nominal Amount of the Notes (or, in either case, its equivalent in the relevant Obligation Currency converted by the Calculation Agent by reference to exchange rates in effect at the time that the relevant Quotation is being obtained).

Quotation Dealer

means a dealer (other than the Issuer or any Affiliate of the Issuer) in obligations of the type of Obligation(s) for which Quotations are to be obtained including each Quotation Dealer specified in the Applicable Pricing Supplement. If no Quotation Dealers are specified in the Applicable Pricing Supplement, the Calculation Agent shall select the Quotation Dealers. 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 Pricing 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.

If a Quotation Method is not specified in the Applicable Pricing Supplement, Bid shall apply.

Reference Entity

means the entity specified as such in the Applicable Pricing Supplement. Any Successor to the Reference Entity either (a) identified pursuant to the definition of "Successor" on or following the Trade Date or (b) where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, identified pursuant to a DC Resolution in respect of a Successor Resolution Request Date and publicly announced by the DC Secretary on or following the Trade Date shall, in each case, with effect from the Succession Date, be the Reference Entity for the purposes of the relevant Series.

Reference Obligation

means the Standard Reference Obligation, if any, unless:

- (a) "Standard Reference Obligation" is specified as not

applicable in the Applicable Pricing 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 Applicable Pricing Supplement (or no election is specified in the Applicable Pricing Supplement), (ii) there is no Standard Reference Obligation and (iii) a Non-Standard Reference Obligation is specified in the Applicable Pricing Supplement, in which case the Reference Obligation will be (A) the Non-Standard Reference Obligation to but excluding the first date of publication of the Standard Reference Obligation and (B) the Standard Reference Obligation from such date onwards, provided that the Standard Reference Obligation that is published would have been eligible to be selected as a Substitute Reference Obligation.

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 Applicable Pricing Supplement and (b) "Standard Reference Obligation" is specified as not applicable in the Applicable Pricing 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 Applicable Pricing 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, the Issuer's hedging arrangements (if any at the relevant time), and/or any credit derivative elections made in relation to the Credit Linked Notes.

Relevant City Business Day

has the meaning given in the DC Rules.

Relevant Guarantee

means a Qualifying Affiliate Guarantee or, if "All Guarantees" is specified as applicable in the Applicable Pricing Supplement, a Qualifying Guarantee.

Relevant Holder

means a holder of the latest 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, Physical Settlement Amendment Notice, Notice of Valuation Settlement or Valuation Settlement Amendment Notice, as applicable.

Relevant Obligations

means the Obligations of the Reference Entity which fall within the Obligation Category "Bond or Loan" and which are outstanding immediately prior to the Succession Date (or, if there is a Steps Plan, immediately prior to the legally effective date of the first succession), provided that:

- (a) any Bonds or Loans outstanding between the Reference Entity and any of its Affiliates, or held by the Reference Entity, shall be excluded;
- (b) if there is a Steps Plan, the Calculation Agent shall, for purposes of the determination required to be made under 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 Applicable Pricing 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 Applicable Pricing 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".

Replaced Deliverable Obligation Outstanding Amount has the meaning given to that term in Credit Linked Condition 4 (*Physical Settlement*).

Replaced Valuation Obligation Outstanding Amount has the meaning given to that term in Credit Linked Condition 3 (*Cash Settlement*).

Replacement Deliverable Obligation has the meaning given to that term in Credit Linked Condition 4 (*Physical Settlement*).

Replacement Valuation Obligation has the meaning given to that term in Credit Linked Condition 3 (*Cash Settlement*).

Representative Amount means an amount that is representative for a single transaction in the relevant market and at the relevant time, which amount will be determined by the Calculation Agent.

Repudiation/Moratorium means the occurrence of both of the following events:

- (a) an authorised officer of the Reference Entity or a Governmental Authority:
 - (i) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, one or more Obligations in an aggregate amount of not less than the Default Requirement; or
 - (ii) declares or imposes a moratorium, standstill, roll-over or deferral, whether *de facto* or *de jure*, with respect to one or more Obligations in an aggregate amount of not less than the Default Requirement; and
- (b) a Failure to Pay, determined without regard to the Payment Requirement, or a Restructuring, determined without regard to the Default Requirement, with respect to any such Obligation 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 sixty (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 sixty (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) where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, if the DC Secretary publicly announces, pursuant to a valid request that was delivered and effectively received on or prior to the date that is fourteen (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 Reference Entity and that such event occurred on or prior to the Scheduled Maturity 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 Applicable Pricing Supplement, a Notice of Publicly Available Information that are each effective on or prior to the date that is fourteen (14) calendar days after the Scheduled Maturity Date.

Only where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement will the Repudiation/Moratorium Extension Condition 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 Reference Entity but that such event occurred after the Scheduled Maturity Date.

**Repudiation/Moratorium
Extension Notice**

means a notice 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

has the meaning set out in the DC Rules, and "**Resolved**" and "**Resolves**" shall be construed accordingly.

Restructured Bond or Loan

means an Obligation which is a Bond or Loan and in respect of which the relevant Restructuring 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 (i) the Trade Date or, if earlier and if specified as applicable in the Applicable Pricing Supplement, the Credit Event Backstop Date applicable to the relevant Credit Linked Notes and (ii) 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 (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 (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 Credit Linked Condition 14 (*Provisions Relating to Multiple Holder Obligation*) 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 the definition of Restructuring and the definition of Subordination shall be deemed to refer to the Underlying Obligor and the

references to the Reference Entity in sub-paragraphs (i) to (iv) above 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.

Revised Currency Rate

means, with respect to a Replacement Deliverable Obligation specified in a Physical Settlement Amendment Notice or a Replacement Valuation Obligation specified in the Valuation Settlement Amendment Notice, the rate of conversion between the currency in which the Replaced Deliverable Obligation Outstanding Amount or the Replaced Valuation Obligation Outstanding Amount, as applicable, is denominated and the currency in which the Outstanding Principal Balance or Due and Payable Amount of such Replacement Deliverable Obligation or such Replacement Valuation Obligation, as applicable, is denominated that is determined either (a) by reference to the Currency Rate Source as at the Next Currency Fixing Time or (b) if such rate is not available at such time, by the Calculation Agent.

Scheduled Maturity Date

has the meaning given to it in the Applicable Pricing Supplement.

Seniority Level

means, with respect to an obligation of the Reference Entity:

- (a) "Senior Level" or "Subordinated Level" as specified in the Applicable Pricing Supplement, or

- (b) if no such seniority level is specified in the Applicable Pricing Supplement, "Senior Level" if the 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 Pricing Supplement, or if no currency is specified in the Applicable Pricing Supplement, the Payment Currency of the Credit Linked Notes.
Settlement Method	means, if (a) Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, Auction Settlement or (b) Cash Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, Cash Settlement, or (c) Physical Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, Physical Settlement.
Solvency Capital Provisions	means any terms in an obligation which permit the Reference Entity's payment obligations thereunder to be deferred, suspended, cancelled, converted, reduced or otherwise varied and which are necessary in order for the obligation to constitute capital resources of a particular tier.
Sovereign	means any state, political subdivision or government, or any agency, instrumentality, ministry, department or other authority acting in a governmental capacity (including without limiting the foregoing, the central bank) thereof.
Sovereign Restructured Deliverable Obligation	means an Obligation of a Reference Entity which is a Sovereign (either directly or as provider of a Relevant Guarantee) (a) in respect of which a Restructuring that is the subject of the relevant Credit Event Notice or, where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, a 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 Pricing Supplement, or if no such number is specified in the Applicable Pricing 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: <ul style="list-style-type: none"> (a) if (A) Auction Settlement is specified as the applicable Settlement Method and (B) Local Market Variation is specified as not applicable, in each case, in the Applicable Pricing Supplement, 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); or (b) if sub-paragraph (a) above does not apply, each of the lawful currencies of Canada, Japan, Switzerland, France, Germany, South Africa, 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: <ul style="list-style-type: none"> (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 where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, 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 paragraph (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 paragraph (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 Issuer will notify the Noteholders in accordance with General Condition 16 (*Early Redemption of Reference Obligation only Notes following a Substitution Event*) 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.

(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 ZAR100,000,000 (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 paragraph (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 paragraph (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 a Credit 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) below, if one entity succeeds, either directly or indirectly, as a provider of a Relevant Guarantee, to seventy-five per cent. or more of the Relevant Obligations of the Reference Entity, that entity will be the sole Successor;
 - (ii) if only one entity succeeds directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. (but less than seventy-five per cent.) of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entity that succeeds to more than twenty-five per cent. of the Relevant Obligations will be the sole Successor;
 - (iii) if more than one entity each succeeds directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and not more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, the entities that succeed to more than twenty-five per cent. of the Relevant Obligations will each be a Successor and the General Conditions, these Credit Linked Conditions and/or the Applicable Pricing Supplement will be adjusted as provided below;
 - (iv) if one or more entity each succeed directly as a provider of a Relevant Guarantee, to more than twenty-five per cent. of the Relevant Obligations of the Reference Entity, and more than twenty-five per cent. of the Relevant Obligations of the Reference Entity remain with the Reference Entity, each such entity and the Reference Entity will each be a Successor and the General Conditions, these Credit Linked Conditions and/or the Applicable Pricing Supplement will be adjusted as provided below;
 - (v) if one or more entities succeed directly 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 twenty-five per cent. of the Relevant

Obligations of the Reference Entity and the Reference Entity continues to exist, there will be no Successor and the Reference Entity will not be changed in any way as a result of such succession;

- (vi) if one or more entities succeed, either directly or indirectly, 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 twenty-five per cent. of the Relevant Obligations of the Reference Entity and the Reference Entity ceases to exist, the entity which succeeds to the greatest percentage of Relevant Obligations will be the Successor (provided that if two or more entities succeed to an equal percentage of Relevant Obligations, each such entity will be a Successor and the General Conditions, these Credit Linked Conditions and/or the Applicable Pricing 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 (howsoever described) and the Reference Entity has not issued or incurred any Borrowed Money obligation at any time since the legally effective date of the assumption, such entity (the Universal Successor) will be the sole Successor; 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 Obligations by way of a Sovereign Succession Event.

The Calculation Agent will be responsible for determining, as soon as reasonably practicable after delivery of a Successor Notice and with effect from the Succession Date, any Successor or Successors under paragraph (a) above, Provided That where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, the Calculation Agent will not make any such determination if, at the time of determination, the DC Secretary has publicly announced that the relevant Credit Derivatives Determinations Committee has Resolved that there is no Successor based on the relevant succession to Relevant Obligations.

The Calculation Agent will make all calculations and determinations required to be made under this definition of Successor on the basis of Eligible Information and will, as soon as practicable after such calculation or determination, make such calculation or determination available for inspection by Noteholders at the specified office of the Paying Agent. In calculating the percentages used to determine whether an entity qualifies as a Successor under paragraph (a) above, 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.

Where pursuant to paragraph (a)(iii), (a)(iv) or (a)(v) or (b) above, more than one Successor has been identified, the Calculation Agent shall adjust such of the General Conditions, these Credit Linked Conditions and/or the Applicable Pricing 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 such of the General Conditions, these Credit Linked Conditions and/or the Applicable Pricing 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.

Upon the Calculation Agent making such adjustment, the Issuer shall give notice as soon as practicable to Noteholders in accordance with General Condition 16 (*Notices*) stating the adjustment to the General Conditions, these Credit Linked Conditions and/or the Applicable Pricing Supplement and giving brief details of the relevant Successor 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 purposes 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 determinations 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.

The Issuer shall publish the details of any Successor on SENS promptly following the determination thereof

Successor Backstop Date

means for purposes of any Successor determination determined by DC Resolution, the date that is ninety (90) calendar days prior to the Successor Resolution Request Date otherwise, the date that is ninety (90) calendar days prior to the earlier of (i) the date on which the Successor Notice is effective and (ii) if Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement and 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 fourteen (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 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.

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.

Suspension Period

shall have the meaning given to that term in Credit Linked Condition 11 (*Settlement Suspension*).

Trade Date

means the date specified as such in the Applicable Pricing Supplement.

Transaction Auction Settlement Terms

means the Credit Derivatives Auction Settlement Terms selected by the Calculation Agent in accordance with this provision. In relation to a Credit Event (and as set out in the definition of Credit Derivatives Auction Settlement Terms), ISDA may publish one or more form(s) of Credit Derivatives Auction Settlement Terms on its website at www.isda.org (or any successor website thereto) and may amend such forms from time to time. Each such form of Credit Derivatives Auction Settlement Terms shall set out, *inter alia*, definitions of "Auction", "Auction Cancellation Date", "Auction Covered Transaction" and "Auction Final Price Determination Date" in relation to the relevant Credit Event. The Transaction Auction Settlement Terms for purposes of the Credit Linked Notes shall be the relevant form of Credit Derivatives Auction Settlement Terms for which the Reference Transaction would be an Auction Covered Transaction (as such term will be set out in the relevant Credit Derivatives Auction Settlement Terms). The Reference Transaction (as set out in the definition thereof) is a hypothetical credit derivative transaction included in these Credit Linked Conditions principally for the purpose of selecting the Credit Derivatives Auction Settlement Terms appropriate to the Credit Linked Notes.

Undeliverable Obligation

means a Deliverable Obligation included in the Entitlement 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,

impracticable 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 Payment Amount has the meaning given to that term in Credit Linked Condition 4 (*Physical Settlement*).

Valuation Date means:

(a) where Physical Settlement is specified in the Applicable Pricing Supplement, the date that is the number of Business Days specified in the Applicable Pricing Supplement (or, if the number of Business Days is not specified, five (5) Business Days after the Latest Permissible Physical Settlement Date); or

(b) where Cash Settlement is specified in the Applicable Pricing Supplement, (A) if "Single Valuation Date" is specified in the Applicable Pricing Supplement and subject to Credit Linked Condition 10 (*Partial Cash Settlement*), (i) the date that is the number of Business Days specified in the Applicable Pricing Supplement (or, if the number of Business Days is not so specified, five (5) Business Days) following the Credit Event Determination Date (or if the Credit Event Determination Date occurs pursuant to paragraph (a)(ii) of the definition of "Credit Event Determination Date" above, the day on which the DC Credit Event Announcement occurs) (or, if Cash Settlement is applicable pursuant to the Fallback Settlement Method, the date that is the number of Business Days specified in the Applicable Pricing Supplement or, if the number of Business Days is not so specified, five (5) Business Days following the Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any, as applicable), or (ii) if the Calculation Agent determines appropriate by reference to the Hedging Arrangements, the Valuation Obligation Observation Date and (B) if "Multiple Valuation Dates" is specified in the Applicable Pricing Supplement, each of the following dates:

(i) subject to Credit Linked Condition 11 (*Settlement Suspension*), the date that is the number of Business Days specified in the Applicable Pricing Supplement (or, if the number of Business Days is not specified, five (5) Business Days) following (a) the Credit

Event Determination Date (or if the Credit Event Determination Date occurs pursuant to paragraph (a) of the definition of "Credit Event Determination Date" above, the day on which the DC Credit Event Announcement occurs) (or if Cash Settlement is the applicable Fallback Settlement Method, the date that is the number of Business Days specified in the Applicable Pricing Supplement (or, if the number of Business Days is not specified, five Business Days) following the Auction Cancellation Date, if any, or the relevant No Auction Announcement Date, if any, as applicable) or (b) if the Calculation Agent determines appropriate by reference to the Hedging Arrangements, the Valuation Obligation Observation Date; and

- (ii) each successive date that is the number of Business Days specified in the Applicable Pricing Supplement or, if the number of Business Days is not so specified, five (5) Business Days after the date on which the Calculation Agent obtains a Market Value with respect to the immediately preceding Valuation Date.

When "Multiple Valuation Dates" is specified in the Applicable Pricing Supplement, the total number of Valuation Dates shall be equal to the number of Valuation Dates specified in the Applicable Pricing Supplement (or, if the number of Valuation Dates is not so specified, five Valuation Dates).

If neither Single Valuation Date nor Multiple Valuation Dates is specified in the Applicable Pricing Supplement, Single Valuation Date shall apply.

Valuation Method

- (a) The following Valuation Methods may be specified in the Applicable Pricing Supplement 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.
- (b) If no such Valuation Method is specified in the Applicable Pricing Supplement, the Valuation Method shall be Highest.
- (c) The following Valuation Methods may be specified in

the Applicable Pricing Supplement 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.
- (d) If no such Valuation Method is specified in the Applicable Pricing 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.

Where applicable, the Applicable Pricing Supplement may specify an alternative Valuation Method which shall be applicable in respect of the relevant Credit Linked Notes.

Valuation Obligation

means any Deliverable Obligation as selected by the Calculation Agent in its sole and absolute discretion.

**Valuation Obligation
Observation Date**

means the last day of the longest Valuation Obligation Observation Settlement Period following the VSN Cut-off Date (the **"Scheduled Valuation Obligation Observation Date"**) provided that if a Hedge Disruption Event has occurred and is continuing on the second Business Day immediately preceding the Scheduled Valuation Obligation Observation Date, the Valuation Obligation Observation Date shall be the earlier of (i) the second Business Day following the date on which no Hedge Disruption Event subsists and (ii) the day falling sixty (60) Business Days following the Scheduled Valuation Obligation Observation Date.

**Valuation Obligation
Observation Settlement Period**

means, subject to Credit Linked Condition 11 (*Settlement Suspension*), the number of Business Days specified as such in the Applicable Pricing Supplement or, if a number of Business Days is not so specified, then, with respect to a Valuation Obligation comprising the Valuation Reference Holding, the longest number of Business Days for settlement in accordance with then current market practice of such Valuation Obligation, as determined by the Calculation Agent provided that if the

Issuer has notified the Noteholders in accordance with Credit Linked Condition 3 (*Cash Settlement*) that it will value an Asset Package in lieu of a Prior Deliverable Obligation or a Package Observable Bond, the Valuation Obligation Observation Settlement Period shall be thirty five (35) Business Days

Valuation Reference Holding

means, in respect of each nominal amount of Credit Linked Notes equal to the Nominal Amount, Valuation Obligations, as selected by the Calculation Agent, with:

- (a) in the case of Valuation Obligations that are Borrowed Money, an Outstanding Principal Balance; or
- (b) in the case of Valuation Obligations that are not Borrowed Money, a Due and Payable Amount,

(or, in the case of either (a) or (b) above, the equivalent Currency Amount of any such amount), in an aggregate amount as of the first relevant Valuation Date equal to the Nominal Amount less if Unwind Costs are specified as applying in the relevant Applicable Pricing Supplement and are positive, Valuation Obligations with a market value determined by the Calculation Agent on the Business Day selected by the Calculation Agent falling during the period from and including the Credit Event Determination Date to and including the first Valuation Date equal to a *pro rata* share of Unwind Costs.

Valuation Settlement Amendment Notice

has the meaning given to that term in Credit Linked Condition 3 (*Cash Settlement*).

Valuation Time

means the time specified as such in the Applicable Pricing Supplement or, if no time is so specified, 11.00 a.m. in the principal trading market for the relevant 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.

VSN Cut-off Date

means, subject, where applicable, to Credit Linked Condition 11 (*Settlement Suspension*):

- (a) subject to paragraph (b) below, the thirtieth calendar day after the Credit Event Determination Date; or
- (b) if, in accordance with the terms of Credit Linked Condition 2 (*Auction Settlement*), Credit Linked Condition 3 (*Cash Settlement*) applies as a result of the occurrence of (a) an Auction Cancellation Date or (b) a No Auction Announcement Date where the Issuer has not exercised the Movement Option; and:
 - (i) the relevant Credit Event is not an M(M)R Restructuring, the later of:
 - (A) the thirtieth calendar after the Credit

Event Determination Date; and

- (B) the thirtieth calendar day after the Auction Cancellation Date or the No Auction Announcement Date, occurring pursuant to paragraph (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 thirtieth calendar day after the Credit Event Determination Date; 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 (a) 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 paragraph (b) above, the relevant Credit Event Resolution Request Date, if any, occurred on or prior to the thirtieth calendar day after the Credit Event Determination Date.

VSN Effective Date

means the date on which an effective Notice of Valuation Settlement or Valuation Settlement Amendment Notice, as the case may be, is delivered by the Issuer in accordance with Credit Linked Condition 3 (*Cash Settlement*).

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 Valuation 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.

13. CREDIT EVENT NOTICE AFTER RESTRUCTURING CREDIT EVENT

If this Credit Linked Condition 13 (*Credit Event Notice After Restructuring Credit Event*) is specified as applicable in the Applicable Pricing Supplement, then, notwithstanding anything to the contrary in these Terms and Conditions, upon the occurrence of an M(M)R:

- (a) The Calculation Agent may deliver multiple Credit Event Notices in respect of such M(M)R Restructuring, each such Credit Event Notice setting forth the nominal amount of those Notes to which such Restructuring Credit Event applies (the "**Partial Redemption Amount**") that may be less than the aggregate nominal amount of those Notes outstanding immediately prior to the delivery of such Credit Event Notice. In such circumstances the Credit Linked Conditions and related provisions shall be deemed to apply to the Partial Redemption Amount only and each such Note shall be redeemed in part (such redeemed part being equal to the Partial Redemption Amount).

- (b) For the avoidance of doubt (A) the nominal amount of each Note not so redeemed in part shall remain outstanding and interest shall accrue on the nominal amount outstanding of such Note as provided in General Condition 8 (*Payments*) (adjusted in such manner as the Calculation Agent determines to be appropriate), (B) the Credit Linked Conditions and related provisions shall apply to such nominal amount outstanding of such Note in the event that subsequent Credit Event Notices are delivered in respect of the Reference Entity that was the subject of the Restructuring Credit Event and (C) if, following a Restructuring Credit Event, different Credit Event Determination Dates have been determined with respect to different portions of amounts payable or deliverable to Noteholders under the relevant Series, the Calculation Agent will (x) determine such adjustment(s) to these Terms and Conditions as may be required to achieve as far as practicable the same economic effect as if each such portion was a separate series or otherwise reflect or account for the effect of the above provisions of this Credit Linked Condition 13 (*Credit Event Notice After Restructuring Credit Event*) and (y) the effective date of such adjustment(s).
- (c) If the provisions of this Credit Linked Condition 13 (*Credit Event Notice After Restructuring Credit Event*) apply in respect of the Notes, on redemption of part of each such Note, in the case of Registered Notes, the Register and in the case of Order Notes or Bearer Notes, the Notes shall be endorsed to reflect such part redemption.

14. PROVISIONS RELATING TO MULTIPLE HOLDER OBLIGATION

Unless this Credit Linked Condition 14 (*Provisions Relating to Multiple Holder Obligation*) is specified as not applicable in the Applicable Pricing Supplement, then, notwithstanding anything to the contrary in the definition of Restructuring and related provisions, the occurrence of, agreement to, or announcement of, any of the events described in subparagraphs (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.

"**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 sixty-six 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 paragraph (ii) above.

15. CALCULATION AGENT NOTICES

Any notice to be delivered by the Calculation Agent to the Issuer, as applicable, pursuant to these Credit Linked Conditions may be given in writing (including by facsimile and/or email) and/or by telephone. Any such 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 Credit Linked Conditions, the Calculation Agent will determine the demarcation of days by reference to Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo 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 Greenwich Mean Time (or, if the Reference Entity has a material connection to Japan for these purposes, Tokyo time), irrespective of the time zone of its place of payment.

16. EARLY REDEMPTION 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" above occurs with respect to the Reference Obligation, then:

- (a) interest (if any) shall cease to accrue on the Notes from and including the Interest Payment 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
- (b) each 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 Applicable Pricing Supplement in the Specified Currency on the Maturity Date, which for the purposes of this Credit Linked Condition 16 (*Early Redemption of Reference Obligation only Notes following a Substitution Event*) shall be the day falling five (5) Business Days following the relevant Substitution Event Date.

17. DC RESOLUTION ADJUSTMENT EVENTS

Where Auction Settlement is specified as the applicable Settlement Method in the Applicable Pricing Supplement, if following the publication of a DC Resolution (the "**Prior DC Resolution**"), a further DC Resolution (the relevant "**Further DC Resolution**") is published the effect of which would be to reverse all or part of the Prior DC Resolution or if any DC Resolution would reverse any determination made by the Calculation Agent and/or the occurrence of a Credit Event Determination Date, notwithstanding any other provisions of these Credit Linked Conditions the Calculation Agent may, in its sole and absolute discretion, make any adjustment(s) that the Calculation Agent determines is necessary or desirable to the General Conditions or these Credit Linked Conditions to reflect the publication of such Further DC Resolution or DC Resolution, including, without limitation, as a result of the impact or effect of such Further DC Resolution or DC Resolution on the Issuer's Hedging Arrangements (if any at the relevant time), or if none at the relevant time, the PSN Effective Date or the Delivery Date, as applicable. Following publication of such Further DC Resolution or DC Resolution, as the case may be, the Note shall continue on the same terms and conditions as applied immediately prior to the Prior DC Resolution or Calculation Agent determination subject to the provisions of this Credit Linked Condition 17 (*Dc Resolution Adjustment Events*), any necessary amendments arising from the Prior DC Resolution or Calculation Agent determination that were not amended or reversed in the Further DC Resolution or DC Resolution, as the case may be, or any necessary new amendments arising in the Further DC Resolution or DC Resolution.

18. 2019 NARROWLY TAILORED CREDIT EVENT PROVISIONS

If "2019 Narrowly Tailored Credit Event Provisions" is specified as applicable in the Applicable Pricing Supplement, the following provisions shall apply for the purpose of the Notes.

(a) Outstanding Principal Balance

The definition of "Outstanding Principal Balance" in Credit Linked Condition 12 (*Credit Linked Definitions*) is hereby deleted in its entirety and replaced with the following:

"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) (1) 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 (2) the relevant VSN Effective Date (or if the terms of the obligation are amended after such date but on or

prior to the first Valuation Date, the first Valuation Date), as applicable, 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).

For the purposes of paragraph (ii) above, "**applicable laws**" shall include any bankruptcy or insolvency law or other law affecting creditors' rights to which the relevant obligation is, or may become, subject.

If "Fallback Discounting" is specified as applicable in the Applicable Pricing Supplement, then notwithstanding the above, if (i) the Outstanding Principal Balance of an obligation is not reduced or discounted under paragraph (ii) above, (ii) that obligation is either a Bond that has an issue price less than ninety-five per cent. of the principal redemption amount or a Loan where the amount advanced is less than ninety-five per cent. of the principal repayment amount, and (iii) such Bond or Loan does not include provisions relating to the accretion over time of the amount which would be payable on an early redemption or repayment of such Bond or Loan that are customary for the applicable type of Bond or Loan as the case may be, then the Outstanding Principal Balance of such Bond or Loan shall be the lesser of (a) the Non-Contingent Amount; and (b) an amount determined by straight line interpolation between the issue price of the Bond or the amount advanced under the Loan and the principal redemption amount or principal repayment amount, as applicable.

For the purposes of determining whether the issue price of a Bond or the amount advanced under a Loan is less than ninety-five per cent. of the principal redemption amount or principal repayment amount (as applicable) or, where applicable, for applying straight line interpolation:

- (x) where such Bond or Loan was issued as a result of an exchange offer, the issue price or amount advanced of the new Bond or Loan resulting from the exchange shall be deemed to be equal to the aggregate Outstanding Principal Balance of the original obligation(s) that were tendered or exchanged (the "**Original Obligation(s)**") at the time of such exchange (determined without regard to market or trading value of the Original Obligation(s)); and
- (y) in the case of a Bond or Loan that is fungible with a prior debt obligation previously issued by the Reference Entity, such Bond or Loan shall be treated as having the same issue price or amount advanced

as the prior debt obligation.

In circumstances where a holder would have received more than one obligation in exchange for the Original Obligation(s), the Calculation Agent will determine the allocation of the aggregate Outstanding Principal Balance of the Original Obligation(s) amongst each of the resulting obligations for the purpose of determining the issue price or amount advanced of the relevant Bond or Loan. Such allocation will take into account the interest rate, maturity, level of subordination and other terms of the obligations that resulted from the exchange and shall be made by the Calculation Agent in accordance with the methodology (if any) determined by the relevant Credit Derivatives Determinations Committee or, if none, as determined by the Calculation Agent in its sole and absolute discretion in such manner and by reference to such source(s) as it determines appropriate."

(b) Failure to Pay

The definition of "Failure to Pay" in Credit Linked Condition 12 (*Credit Linked Definitions*) is hereby deleted in its entirety and replaced with the following:

"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. If "Credit Deterioration Requirement" is specified as applicable in the Applicable Pricing Supplement, then, notwithstanding the foregoing, it shall not constitute a Failure to Pay if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity, as determined by the Calculation Agent. In making such determination, the Calculation Agent may take into account the guidance note set out in paragraph 3 (Interpretive Guidance) of the ISDA 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 July, 2019)."

""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. If "Credit Deterioration Requirement" is specified as applicable in the Applicable Pricing Supplement, then, notwithstanding the foregoing, it shall not constitute a Failure to Pay if such failure does not directly or indirectly either result from, or result in, a deterioration in the creditworthiness or financial condition of the Reference Entity, as determined by the Calculation Agent. In making such determination, the Calculation Agent may take into account the guidance note set out in paragraph 3 (Interpretive Guidance) of the ISDA 2019 Narrowly Tailored Credit Event Supplement to the 2014 ISDA Credit Derivatives Definitions (published on 15 July, 2019).".

19. **ADDITIONAL PROVISIONS FOR SENIOR NON-PREFERRED REFERENCE OBLIGATIONS**

If "Additional Provisions for Senior Non-Preferred Reference Obligations" is specified as applicable in the Applicable Pricing Supplement, the following provisions shall apply for the purpose of the Notes.

(a) **Additional Definitions**

The following additional definitions are hereby inserted in alphabetical order in Credit Linked Condition 12 (*Credit Linked Definitions*):

""Senior Non-Preferred Obligation" means any obligation of the Reference Entity which is Subordinated only to any unsubordinated Borrowed Money Obligations of the Reference Entity but not further or otherwise, or which would be so Subordinated if any unsubordinated Borrowed Money Obligations of the Reference Entity existed, and which ranks above Traditional Subordinated Obligations of the Reference Entity or which would so rank if any Traditional Subordinated Obligations of the Reference Entity existed.";

""Tier 2 Subordinated Obligation" means any obligation of the Reference Entity which meets the conditions set out in Article 63 of Regulation 575/2013 of the European Parliament and of the Council of 26 June 2013, as such Article may be amended or replaced from time to time (the "**CRR**") or which are (or were at any time) otherwise eligible as a Tier 2 item in accordance with the CRR."; and

""Traditional Subordinated Obligation" means each of:

- (a) Tier 2 Subordinated Obligations of the Reference Entity;
- (b) any obligations of the Reference Entity which rank or are expressed to rank *pari passu* with any Tier 2 Subordinated Obligations of the Reference Entity; and
- (c) any obligations of the Reference Entity which are Subordinated to the obligations thereto described in paragraphs (a) and (b) above."

(b) Amendments to Definitions

(i) Reference Obligation

The definition of "Reference Obligation" in Credit Linked Condition 12 (*Credit Linked Definitions*) is hereby amended by the addition of the following after the words "if any" in paragraph (a) thereof:

"provided that, irrespective of any Original Non-Standard Reference Obligation specified in the Applicable Pricing Supplement, if (i) a Senior Non-Preferred Level Standard Reference Obligation of the Reference Entity is specified on the SRO List, such Standard Reference Obligation shall be deemed to constitute the Reference Obligation, or (ii) no such Senior Non-Preferred Level Standard Reference Obligation of the Reference Entity is specified on the SRO List but such Standard Reference Obligation has previously been specified on the SRO List, there shall be deemed to be no Reference Obligation and such previously specified Senior Non-Preferred Level Standard Reference Obligation of the Reference Entity shall be deemed to constitute the Prior Reference Obligation"; and

(ii) Seniority Level

The definition of "Seniority Level" in Credit Linked Condition 12 (*Credit Linked Definitions*) is hereby deleted and replaced with the following:

""Seniority Level" means "Senior Non-Preferred Level".

(c) Subordinated Obligation

A Senior Non-Preferred Obligation shall constitute a Subordinated Obligation for the purposes of the Credit Linked Conditions and it shall be deemed that there is a relevant Reference Obligation which is a Subordinated Obligation for the purposes of

the definitions of "Excluded Obligation" and "Relevant Obligations" in Credit Linked Condition 12 (*Credit Linked Definitions*).

(d) Further Subordinated Obligation

A Traditional Subordinated Obligation shall constitute a Further Subordinated Obligation for the purposes of the Credit Linked Conditions.

(e) Subordination

"Subordination" shall have the meaning ascribed to it in the definition of "Obligation" in Credit Linked Condition 12 (*Credit Linked Definitions*) and such term shall be applied in the assessment of any Obligation without regard to how the Obligation is described by the laws of any relevant jurisdiction, including any characterisation of the Obligation as senior or unsubordinated by the laws of any relevant jurisdiction.

ANNEX 2

ADDITIONAL EQUITY LINKED NOTE TERMS AND CONDITIONS

The terms and conditions applicable to Equity Linked Notes shall comprise the Terms and Conditions of the Notes set out above (the **General Conditions**) and the Additional Equity Linked Note Terms and Conditions set out below (the **Equity Linked Conditions**), in each case subject to completion and/or amendment in the Applicable Pricing Supplement. If there is any inconsistency between the General Conditions and the Equity Linked Conditions of any Equity Linked Notes, the Equity Linked Conditions will prevail. If there is any inconsistency between (i) the General Conditions and/or the Equity Linked Conditions and (ii) the Applicable Pricing Supplement, the Applicable Pricing Supplement shall prevail.

1. EQUITY LINKED DEFINITIONS

In this Annex, unless inconsistent with the context or separately defined in the Applicable Pricing Supplement, the following expressions have the following meanings:

Averaging Date means each date specified as an Averaging Date in the Applicable Pricing Supplement or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day, unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day:

- (a) if **Omission** is specified as applying in the Applicable Pricing Supplement, then such date will be deemed not to be an Averaging Date for the purposes of determining the Share Price of any relevant Share; provided that, if through the operation of this provision there would not be an Averaging Date, then the provisions of the definition of "Valuation Date" will apply for purposes of determining the relevant price of each relevant Share on the final Averaging Date, as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if **Postponement** is specified as applying in the Applicable Pricing Supplement, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the Share Price of each relevant Share on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if **Modified Postponement** is specified as applying in the Applicable Pricing Supplement then:
 - (i) where the Equity Linked Notes relate to a single Share, the Averaging Date will be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day will be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent will determine the relevant price for that Averaging Date in accordance with sub-paragraph (a)(ii) of the definition of "Valuation Date" below; and

- (ii) where the Equity Linked Notes relate to a Basket of Shares, the Averaging Date for each Share not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the **Scheduled Averaging Date**) and the Averaging Date for a Share affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Share. If the first succeeding Valid Date in relation to such Share has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that eighth Scheduled Trading Day will be deemed the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in relation to such Share, and (B) the Calculation Agent will determine the relevant price for that Averaging Date in accordance with sub-paragraph (b)(ii) of the definition of "Valuation Date" below,
- (i) For the purposes of these Equity Linked Conditions **Valid Date** means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is deemed not to occur.

Basket of Shares means, subject to adjustment in accordance with these Equity Linked Conditions, a basket composed of Shares of each Share Company as specified in the Applicable Pricing Supplement.

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

Disruption Cash Settlement Price means, in respect of each Note, an amount equal to the fair market value of such Note (but not taking into account any Interim Amount in respect of such Note and paid pursuant to the Terms and Conditions) on such day as shall be selected by the Issuer in its sole and absolute discretion provided that such day is not more than fifteen days before the date that the Election Notice is given as provided in Equity Linked Condition 9 (*Failure to Deliver due to Illiquidity*) below less the cost to the Issuer and/or its Affiliates or agents of the Issuer of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as calculated by the Calculation Agent.

Early Closure means the closure on any Exchange Business Day of any 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 (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) 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 Valuation Time, the Knock-in Valuation Time or the Knock-out Valuation Time, as the case may be, on such Exchange Business Day.

Exchange means, in relation to a Share, each exchange or quotation system specified as such for such Share in the Applicable Pricing Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share 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 (i) to effect transactions in, or obtain market values for, the Shares on the Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Share on any relevant Related Exchange.

Failure to Deliver Settlement Price means, in respect of each Note, the fair market value of the Affected Relevant Assets in respect of such Note on the fifth Business Day prior to the date on which the Failure to Deliver Notice is given, less the cost to the Issuer and/or its Affiliates or agents of unwinding or adjusting any underlying or related hedging arrangements (including the cost of funding in respect of such hedging arrangements), all as calculated by the Calculation Agent.

Intervening Period means such period of time as any person other than the relevant Designated Transferee continues to be registered as the legal owner of any securities or other obligations comprising the Entitlement.

Observation Cut-Off Date means, in respect of a Scheduled Observation Date, the earlier of (i) the eighth Scheduled Trading Day immediately following the relevant Scheduled Observation Date, and (ii) the second Business Day immediately preceding the date of payment or delivery of any amount calculated in respect of such Observation Date pursuant to the definition of Observation Date or, if such Business Day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day.

Observation Date means each date specified as such in the Applicable Pricing Supplement, or if such date is not a Scheduled Trading Day the first Scheduled Trading Day thereafter unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) where the Equity Linked Notes relate to a single Share, that Observation Date will be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day. In that case, (i) the Observation Cut-Off Date will be deemed that Observation Date (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent will determine the relevant Share Price in the manner set out in the Applicable Pricing Supplement or, if not set out or if not practicable, determine the relevant Share Price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Observation Cut-Off Date; or
- (b) where the Equity Linked Notes relate to a Basket of Shares, that Observation Date for each Share not affected by the occurrence of a Disrupted Day will be the Scheduled Observation Date and that Observation Date for each Share affected (each an **Affected Share**) by the occurrence of a Disrupted Day will be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately following the Scheduled Observation Date up to and including the Observation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, (i)

the Observation Cut-Off Date will be deemed that Observation Date for the Affected Share (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent will determine the relevant Share Price using, in relation to the Affected Share, a price determined in the manner set out in the Applicable Pricing Supplement or, if not set out or if not practicable, using its good faith estimate of the price for the Affected Share as of the Valuation Time on the Observation Cut-Off Date, and otherwise in accordance with the above provisions.

Observation Period means the period or periods specified as such in the Applicable Pricing Supplement.

Related Exchange means, in relation to a Share, each exchange or quotation system specified as such for such Share in the Applicable Pricing Supplement, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share 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 Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where "All Exchanges" is specified as the Related Exchange in the Applicable Pricing Supplement, **Related Exchange** means 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 Share.

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 Observation Date means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

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 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 Entitlement by or on behalf of the Issuer in accordance with the Terms and Conditions and/or the Applicable Pricing Supplement is not reasonably practicable.

Shares and Share mean, subject to adjustment in accordance with these Equity Linked Conditions, the shares or a share, subject as provided in Equity Linked Condition 4 (*Potential Adjustment Events, Merger Event, Tender Offer, De-Listing, Nationalisation and Insolvency*), specified as such in the Applicable Pricing Supplement and related expressions are to be construed accordingly.

Share Closing Price means, in respect of a Share and subject to these Equity Linked Conditions and to "Valuation Date", "Knock-in Determination Day", "Knock-out Determination Day", "Averaging Date" or "Observation Date", as the case may be, an amount equal to the official closing price of such Share quoted on the relevant Exchange

as determined by the Calculation Agent on (A) if Averaging is not specified in the Applicable Pricing Supplement, the Valuation Date, a Knock-in Determination Day, a Knock-out Determination Day or an Observation Date, as the case may be, or (B) if Averaging is specified in the Applicable Pricing Supplement, an Averaging Date, and if Exchange Rate is specified as applicable in the Applicable Pricing Supplement, such price as converted into the Specified Currency at the Exchange Rate.

Share Company means, in respect of a Share, the company that has issued such Share.

Share Performance means, in relation to an Averaging Date, a Valuation Date, an Observation Date, a Knock-in Determination Day or a Knock-out Determination Day, as the case may be, an amount expressed as a percentage determined by the Calculation Agent in accordance with the formula or such other basis of reference designated for such purpose in the Applicable Pricing Supplement.

Share Price means, in respect of a Share and a time on a Scheduled Trading Day and subject to these Equity Linked Conditions, the price of such Share at such time on such day as determined by the Calculation Agent.

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 (i) relating to the Share on the Exchange or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.

Valuation Cut-Off Date means, in respect of a Scheduled Valuation Date, the earlier of (i) the eighth Scheduled Trading Day immediately following the relevant Scheduled Valuation Date and (ii) the second Business Day immediately preceding the date of payment or delivery of any amount calculated pursuant to the definition of Valuation Date or, if such Business Day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day.

Valuation Date means in the case of the Notes, each Valuation Date specified in the Applicable Pricing Supplement or if that is not a Scheduled Trading Day the first Scheduled Trading Day thereafter unless, in the opinion of the Calculation Agent such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) where the Equity Linked Notes relate to a single Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the Scheduled Trading Days up to and including the Valuation Cut-Off Date is a Disrupted Day. In that case, (i) the Valuation Cut-Off Date shall be deemed the Valuation Date (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price in the manner set out in the Applicable Pricing Supplement or, if not set out or if not practicable, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date; or
- (b) where the Equity Linked Notes relate to a Basket of Shares, the Valuation Date for each Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date and the Valuation Date for each Share affected (each an **Affected Share**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Share, unless each of the Scheduled Trading Days immediately

following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is a Disrupted Day relating to the Affected Share. In that case, (i) the Valuation Cut-Off Date shall be deemed the Valuation Date for the Affected Share (notwithstanding the fact that such day is a Disrupted Day) and (ii) the Calculation Agent shall determine the relevant price using, in relation to the Affected Share, a price determined in the manner set out in the Applicable Pricing Supplement or, if not set out or if not practicable, using its good faith estimate of the price for the Affected Share as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions.

Valuation Time means the Valuation Time specified in the Applicable Pricing Supplement or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time or, where the Share Price is to be determined during any period, each relevant time at which the Share Price is so determined.

2. MARKET DISRUPTION

Market Disruption Event means, in relation to a Share, the occurrence or existence of (i) a Trading Disruption, (ii) 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, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be, for such Share or (iii) an Early Closure.

3. CORRECTION TO SHARE PRICES

If the Share Price is published on any Valuation Date, Observation Date, Averaging Date or any other date for Share valuation or observation, as the case may be, by the relevant Exchange and which is utilised for any calculation or determination made for the purposes of the Notes (a **Relevant Calculation**) is subsequently corrected and the correction (the **Corrected Share Price**) published by the relevant Exchange no later than 2 (two) Business Days prior to the date of payment of any amount to be calculated by reference to the Relevant Calculation, then such Corrected Share Price will be deemed to be the relevant Share Closing Price on such Averaging Date, Observation Date, Valuation Date or other relevant date, as the case may be, and the Calculation Agent will use such Corrected Share Price in determining the relevant price.

4. POTENTIAL ADJUSTMENT EVENTS, MERGER EVENT, TENDER OFFER, DE-LISTING, NATIONALISATION AND INSOLVENCY

4.1 **Potential Adjustment Event** means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event or, if Tender Offer is specified as applying in the Applicable Pricing Supplement, a Tender Offer) or a free distribution or dividend of any such Shares to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution, issue or dividend to existing holders of the relevant Shares of (A) such Shares or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Company equally or

proportionately with such payments to holders of such Shares or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Company as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price as determined by the Calculation Agent;

- (c) a free distribution of assets by the Share Company which the Calculation Agent determines to be an extraordinary dividend;
- (d) a call by a Share Company in respect of relevant Shares that are not fully paid;
- (e) an acquisition by the Share Company or any of its subsidiaries, as the case may be, of relevant Shares whether out of profits or capital and whether the consideration for such acquisition is cash, securities or otherwise; or
- (f) in respect of a Share Company an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Share Company 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 will be readjusted upon any redemption of such rights; or
- (g) any other event having, in the reasonable opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

Following the declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (i) make the corresponding adjustment(s), if any, to any one or more of the terms of the Terms and Conditions and/or the Applicable Pricing Supplement as the Calculation Agent determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, securities lending rate or liquidity relative to the relevant Share) and (ii) determine the effective date(s) of such adjustment(s). The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment(s) in respect of such Potential Adjustment Event made by a Related Exchange to futures contracts and options contracts in respect of the relevant Shares traded on that Related Exchange.

- 4.2 **Delisting** means, in respect of any relevant Shares, the Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or, if Tender Offer is specified as applying in the Applicable Pricing Supplement, a Tender Offer) and are not immediately re-listed, re-traded or re-quoted on (A) where the Exchange is located in the United States of America, any of the New York Stock Exchange, the American Stock Exchange or the NASDAQ National Market System (or their respective successors); (B) where the Exchange is within the European Union and the United Kingdom, in any member state of the European Union and the United Kingdom; or (C) an exchange or quotation system located in the same country as the Exchange.

Insolvency means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company (A) all the Shares of that Share Company are required to be transferred to a trustee, liquidator, curator or other similar regulated official or (B) holders of the Shares of that Share Company become legally prohibited from transferring the Shares to other holders or at all.

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 Shares, any (A) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (B) consolidation, amalgamation, merger or binding share exchange of the Share Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (C) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% (one hundred per cent) of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (D) consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50% (fifty per cent) of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before (i) in the case of cash settled Notes, the last occurring Valuation Date, Observation Date, or where Averaging is specified in the Applicable Pricing Supplement, the final Averaging Date or any other relevant date for Share valuation or observation, as the case may be, in respect of the relevant Share or (ii) in the case of Physical Delivery Notes, the Maturity Date.

Nationalisation means that all the Shares or all or substantially all the assets of the Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

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% (ten per cent.) and less than 100% (one hundred per cent.) of the outstanding voting shares of the Share Company, 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.

Tender Offer Date means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

If (x) a Merger Event, Delisting, Nationalisation or Insolvency occurs in relation to a Share or Share Company and/or (y) if Tender Offer is specified as applicable in the Applicable Pricing Supplement, a Tender Offer occurs, the Issuer in its sole and absolute discretion may take the action described in (a), (b), (c), (d) or (e) below:

- (a) require the Calculation Agent to determine the appropriate adjustment, if any, to be made to any terms of the Terms and Conditions and/or the Applicable Pricing Supplement to account for the Delisting, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, and 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 the Merger Event, Tender Offer, Delisting, Nationalisation or Insolvency made by any Related Exchange to futures contracts and/or options contracts in relation to the relevant Shares traded on that Related Exchange and the relevant adjustments may in the case of adjustments following a Merger Event or Tender Offer include, without limitation, adjustments to account for changes in volatility, expected dividends, securities lending rate or liquidity relevant to the affected Shares; or
- (b) where the Equity Linked Notes relate to a Basket of Shares on giving notice to the Noteholders in accordance with General Condition 16 (*Notices*), redeem each Note in part. If a Note is so redeemed in part, the portion (the **Partial Amount**) of each such Note representing the affected Share(s) will be redeemed and the Issuer will (x) pay to each Noteholder in respect of each Note held by such Noteholder an amount equal to the fair market value of the Partial Amount, taking into account the Merger Event, Tender Offer, Delisting, Nationalisation or Insolvency, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent; and (y) require the Calculation Agent to determine the appropriate adjustment, if any, to be made to any of the terms of the Terms and Conditions and/or the Applicable Pricing Supplement to account for such redemption in part. Following such partial redemption and for the avoidance of doubt, the remaining part of each such Note after partial redemption and adjustment will remain outstanding with full force and effect. Payments will be made in such manner as shall be notified to the Noteholders in accordance with General Condition 16 (*Notices*); or
- (c) give notice to the Noteholders in accordance with General Condition 16 (*Notices*) and redeem all, but not some, of the Notes, each Note to be redeemed at the Early Redemption Amount; or
- (d) following any adjustment to the settlement terms of futures contracts and/or options contracts relating to the Shares traded on a Related Exchange as the Issuer in its sole discretion may select, require the Calculation Agent to make a corresponding adjustment to any one or more of the terms of the Terms and Conditions and/or the Applicable Pricing Supplement which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Related Exchange. If at the relevant time no futures contracts and/or options contracts relating to the Shares are traded on the Related Exchange, the Calculation Agent may make such adjustment, if any, to any one or more of the terms of the Terms and Conditions and/or the Applicable Pricing Supplement as the Calculation Agent determines appropriate, with reference to the rules and precedents (if any) set by the Related Exchange to account for the Merger Event, Tender Offer, Delisting, Nationalisation or Insolvency, as the case may be, that in the determination of the Calculation Agent would have given rise to an adjustment by the Related Exchange if such futures contracts and/or options contracts were so traded; or

- (e) where the Equity Linked Notes relate to a Basket of Shares and if the Applicable Pricing Supplement provide that "Share Substitution" is applicable, then on or after the relevant Merger Date, Tender Offer Date, or the date of the Nationalisation, Insolvency or De-listing (as the case may be), the Calculation Agent may adjust the basket of Shares to include a share (the **Substitute Shares**) selected by it in accordance with the criteria for share selection (**Share Substitution Criteria**) set out in the Applicable Pricing Supplement in place of the Share(s) (the **Affected Share(s)**) which are affected by such Merger Event, Tender Offer, Nationalisation, Insolvency or De-listing and the Substitute Shares will be deemed to be "Shares" and the relevant issuer of such shares, a "Share Company" for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the Applicable Pricing Supplement as the Calculation Agent determines appropriate.

Upon the occurrence of a Merger Event, Delisting, Nationalisation, Insolvency or, if applicable, Tender Offer, the Issuer will give notice as soon as practicable to the Noteholders in accordance with General Condition 16 (*Notices*), stating the occurrence of the Delisting, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Merger Event, Tender Offer, Delisting, Nationalisation or Insolvency, as the case may be, and/or any action taken by the Issuer in relation thereto.

5. ADDITIONAL DISRUPTION EVENTS

- 5.1 **Additional Disruption Event** means any of Change in Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Loss of Stock Borrow and/or Insolvency Filing, in each case if specified in the Applicable Pricing Supplement.

- (a) **Change in Law** means that, on or after the Trade Date (as specified in the Applicable Pricing Supplement) (i) due to the adoption of, or any change in, any relevant applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of, or any change in the interpretation by any court, tribunal, government or regulatory authority with competent jurisdiction of any relevant applicable law or regulation (including any action taken by any taxing authority), and/or (iii) due to the public statement or action by any court, tribunal, government or regulatory authority (including any taxing authority) or any official or representative of any court, tribunal, governmental or regulatory authority (including any taxing authority), in each case acting in an official capacity, the Calculation Agent determines that (A) it has become illegal or unlawful to hold, acquire, establish, re-establish, maintain, unwind or dispose of any relevant hedge position relating to a Share, or (B) the Issuer has suffered, or there is a reasonable likelihood that the Issuer will suffer a material penalty, injunction, non-financial burden, reputational harm or other material adverse consequences in connection with holding, acquiring, establishing, re-establishing, maintaining, unwinding or disposing of any relevant hedge position relating to a Share, or (C) it will incur a materially increased cost in performing its obligations in relation to the Equity Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any of its Affiliates).
- (b) **Hedging Disruption** means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-

establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Equity Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

- (c) **Hedging Shares** means the number of Shares that the Issuer deems necessary to hedge the equity or other price risk of entering into and performing its obligations with respect to the Equity Linked Notes.
- (d) **Increased Cost of Hedging** means that the Issuer and/or any of its Affiliates or agents would incur a materially increased (as compared with circumstances existing on the Trade Date amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to such Equity Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates or agents will not be deemed an Increased Cost of Hedging.
- (e) **Increased Cost of Stock Borrow** means that the Issuer and/or any of its Affiliates or agents would incur a rate to borrow Shares that is greater than the Initial Stock Loan Rate.
- (f) **Initial Stock Loan Rate** means, in respect of a Share, the Initial Stock Loan Rate specified in relation to such Share in the Applicable Pricing Supplement.
- (g) **Insolvency Filing** means that a Share Company 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 Share Company will not be deemed an Insolvency Filing.
- (h) **Loss of Stock Borrow** means that the Issuer and/or any of its Affiliates or agents is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) a number of Shares equal to the number of Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.
- (i) **Maximum Stock Loan Rate** means in respect of a Share, the Maximum Stock Loan Rate specified in the Applicable Pricing Supplement.

5.2 If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (a) or (b) below:

- (a) require the Calculation Agent to determine the appropriate adjustment, if any, to be made to any of the terms of the Terms and Conditions and/or the Applicable Pricing Supplement to account for the Additional Disruption Event and determine the effective date of that adjustment; or

- (b) give notice to Noteholders in accordance with General Condition 16 (*Notices*) and redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount.

Upon the occurrence of an Additional Disruption Event, the Issuer will give notice as soon as practicable to the Holders of the affected Equity Linked Notes in accordance with General Condition 16 (*Notices*), stating the occurrence of the relevant Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event or the action taken by the Issuer in relation thereto.

6. KNOCK-IN EVENT, KNOCK-OUT EVENT

If "Knock-in Event" is specified as applicable in the Applicable Pricing Supplement, then the payment and/or delivery obligations under the Notes relating to the occurrence of a Knock-in Event will be as set out in the Applicable Pricing Supplement.

If "Knock-out Event" is specified as applicable in the Applicable Pricing Supplement, then the payment and/or delivery obligations under the Notes relating to the occurrence of a Knock-out Event shall be as set out in the Applicable Pricing Supplement.

Unless otherwise specified in the Applicable Pricing Supplement:

Knock-in Determination Day means the date(s) specified as such in the Applicable Pricing Supplement or, if any such date is not a Scheduled Trading Day, the first succeeding Scheduled Trading Day thereafter or, if not so specified, each Scheduled Trading Day during the Knock-in Determination Period, subject, in each case, as provided in Knock-in/Knock-out Disrupted Day Adjustments below.

Knock-in Determination Period means the period which commences on, and includes, the Knock-in Period Start Date and ends on, and includes, the Knock-in Period End Date.

Knock-in Event is as specified in the Applicable Pricing Supplement.

Knock-in/Knock-out Disrupted Day Adjustments means:

- (a) if the Knock-in Valuation Time or the Knock-out Valuation Time is a single time on each relevant day and any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day then, if "Knock-in/Knock-out Determination Day consequences of a Disrupted Day" is specified in the Applicable Pricing Supplement as:
 - (i) **Omission**, then such date will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining whether a Knock-in Event or a Knock-out Event has occurred, as applicable; provided that if the Knock-in Period End Date or the Knock-out Period End Date is a Disrupted Day and no Knock-in Event or Knock-out Event has occurred in the Knock-in Determination Period or Knock-out Determination Period, the Knock-in Period End Date or Knock-out Period End Date, as applicable, will be treated as a Valuation Date and the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant price on the Knock-in Period End Date or Knock-out Period End Date, as applicable, as if such Knock-in Period End Date or Knock-out Period End Date, as

applicable, were a Valuation Date that was a Disrupted Day and the Calculation Agent will determine the relevant price of the relevant Share(s) in respect of such day in accordance with such provisions (as such provisions may be amended for these purposes in the Applicable Pricing Supplement, for example but without limitation, in respect of the time at which any subsequent valuation(s) is/are made) for the purpose of determining whether a Knock-in Event or Knock-out Event will occur; or

(ii) **Postponement**, then the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant price on that Knock-in Determination Day or Knock-out Determination Day as if such Knock-in Determination Day or Knock-out Determination Day, as the case may be, were a Valuation Date that was a Disrupted Day and the Calculation Agent will determine the relevant price of the relevant Share(s) in respect of such day in accordance with such provisions (as such provisions may be amended for these purposes in the Applicable Pricing Supplement, for example but without limitation, in respect of the time at which any subsequent valuation(s) is/are made) for purposes of determining whether a Knock-in Event or Knock-out Event will occur; or

(b) if the Knock-in Valuation Time or the Knock-out Valuation Time specified in the Applicable Pricing Supplement is other than a single time on each relevant day and if on any Knock-in Determination Day or Knock-out Determination Day as of any Knock-in Valuation Time or Knock-out Valuation Time a Knock-in Event or Knock-out Event has or would have occurred but the conditions for a Disrupted Day have been satisfied at such time then, if "Knock-in/Knock-out intraday valuation consequences of disruption" is specified in the Applicable Pricing Supplement as:

(i) **Omission**, then such Knock-in Valuation Time or the Knock-out Valuation Time, as the case may be, will be ignored for purposes of determining whether a Knock-in Event or a Knock-out Event has occurred, provided that if no Knock-in Event or Knock-out Event has occurred in the Knock-in Determination Period or Knock-out Determination Period and the conditions for a Disrupted Day are satisfied as of the last occurring Knock-in Valuation Time or Knock-out Valuation Time on the Knock-in Period End Date or Knock-out Period End Date, as applicable, then such day will be treated as a Valuation Date and the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant price on the Knock-in Period End Date or Knock-out Period End Date, as applicable, as if such Knock-in Period End Date or Knock-out Period End Date, as applicable, were a Valuation Date that was a Disrupted Day and the Calculation Agent will determine the relevant price of the relevant Share or Shares in respect of such day in accordance with such provisions (as such provisions may be amended for these purposes in the Applicable Pricing Supplement, for example but without limitation, in respect of the time at which any subsequent valuation(s) is/are made) for the purpose of determining whether a Knock-in Event or Knock-out Event will occur; or

(ii) **Materiality**, then (i) where the Calculation Agent determines that the relevant event or occurrence giving rise to such Disrupted Day is not material for the purposes of determining the Share Price as of such time,

the Knock-in Event or Knock-out Event, as applicable, may occur notwithstanding such event or occurrence, or (ii) where the Calculation Agent determines that the relevant event or occurrence giving rise to such Disrupted Day is material for the purposes of determining the Share Price as of such time, then the Knock-in Event or the Knock-out Event will be deemed not to have occurred at such time provided that if no Knock-in Event or Knock-out Event has occurred in the Knock-in Determination Period or Knock-out Determination Period and the conditions for a Disrupted Day are satisfied as of the last occurring Knock-in Valuation Time or Knock-out Valuation Time on the Knock-in Period End Date or Knock-out Period End Date, as applicable, then such day will be treated as a Valuation Date and the provisions of the definition of "Valuation Date" will apply for the purposes of determining the relevant price on the Knock-in Period End Date or Knock-out Period End Date, as applicable, as if such Knock-in Period End Date or Knock-out Period End Date, as applicable, were a Valuation Date that was a Disrupted Day and the Calculation Agent will determine the relevant price of the relevant Share(s) in respect of such day in accordance with such provisions (as such provisions may be amended for these purposes in the Applicable Pricing Supplement, for example but without limitation, in respect of the time at which any subsequent valuation(s) is/are made) for the purpose of determining whether a Knock-in Event or Knock-out Event will occur.

Knock-in Level means, in respect of a Share, the price of the Share specified as such or otherwise determined as provided in the Applicable Pricing Supplement.

Knock-in Period End Date means the date specified as such in the Applicable Pricing Supplement or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day or, if earlier, the second Business Day immediately preceding the date of payment or delivery of any amount calculated pursuant to the applicable Knock-in Event provisions or, if such Business Day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day.

Knock-in Period Start Date means the date specified as such in the Applicable Pricing Supplement or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-in Valuation Time means the time or period of time on any Knock-in Determination Day specified as such in the Applicable Pricing Supplement or, if no such time is so specified, the Valuation Time, for which purposes references in the definition of Valuation Time to "Valuation Date", will be deemed to be to "Knock-in Determination Day".

Knock-out Determination Day means the date(s) specified as such in the Applicable Pricing Supplement, or, if any such date is not a Scheduled Trading Day, the first succeeding Scheduled Trading Day thereafter or each Scheduled Trading Day during the Knock-out Determination Period, subject, in each case, as provided in Knock-in/Knock-out Disrupted Day Adjustments above.

Knock-out Determination Period means the period which commences on, and includes, the Knock-out Period Start Date and ends on, and includes, the Knock-out Period End Date.

Knock-out Event is as specified in the Applicable Pricing Supplement.

Knock-out Level means, in respect of a Share, the price of the Share specified as such or otherwise determined as provided in the Applicable Pricing Supplement.

Knock-out Period End Date means the date specified as such in the Applicable Pricing Supplement or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day or, if earlier, the second Business Day immediately preceding the date of payment or delivery of any amount calculated pursuant to the applicable Knock-out Event provisions or, if such Business Day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day.

Knock-out Period Start Date means the date specified as such in the Applicable Pricing Supplement or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-out Valuation Time means the time or period of time on any Knock-out Determination Day specified as such in the Applicable Pricing Supplement or, if no such time is so specified, the Valuation Time for which purposes, references in the definition of Valuation Time to "Valuation Date", shall be deemed to be to "Knock-out Determination Day".

7. PHYSICAL DELIVERY NOTES

If Equity Linked Notes are specified in the Applicable Pricing Supplement to be Physical Delivery Notes, in order to obtain delivery of the Entitlement(s) in respect of any Note the relevant Noteholder must deliver to the Transfer Agent not later than 14:00 in the place of reception on the Asset Transfer Notice Cut-Off Date, a duly completed Asset Transfer Notice (the **Asset Transfer Notice**) together with, where applicable, the Certificates relating to the Notes. No Asset Transfer Notice may be withdrawn after actual receipt thereof. Where applicable, no transfers of the Notes the subject thereof will be effected by the Transfer Agent after delivery of an Asset Transfer Notice.

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

In the Asset Transfer Notice the Noteholder must:

- (a) specify the name of the Noteholder and the physical and postal address and the banking and securities safe custody account details of the Noteholder in the event the Noteholder is deemed to be the Designated Transferee;
- (b) specify the name, physical and postal address and the banking and securities safe custody account details of the Designated Transferee;
- (c) specify the Nominal Amount of Notes which are the subject of such notice;
- (d) irrevocably instruct and authorise the Transfer Agent to cancel the relevant Notes and (if applicable) Certificates;
- (e) authorise the production of such notice in any applicable administrative or legal proceedings; and
- (f) include an irrevocable undertaking to pay all Delivery Expenses on or prior to the Delivery Expenses Cut-off Date (as defined below).

Noteholders of Equity Linked Notes that are Physical Delivery Notes must pay all Delivery Expenses to the Issuer prior to the Delivery Expenses Cut-off Date. If all Delivery Expenses have not been received by the Issuer on or prior to the Delivery Expenses Cut-off Date, the Issuer will not deliver the Relevant Assets comprising such Entitlement until the Issuer has received all Delivery Expenses.

Failure to properly complete and deliver an Asset Transfer Notice as contemplated above and, where applicable, the relevant Certificates may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered will be made by the Transfer Agent in its sole and absolute discretion and will be binding on both the relevant Noteholder and the Issuer.

Upon receipt of a duly completed Asset Transfer Notice the Transfer Agent will, in the case of Registered Notes, verify that the person specified in the notice as the Noteholder is the holder of the Note referred to therein according to the Register and in the case of Order Notes or Bearer Notes, the Transfer Agent may for all purposes regard the person disclosed as the Noteholder in the Asset Transfer Notice as the holder of the Note and the Transfer Agent will not be required to perform any further verification or confirmation as to the identity of the holder of the Note.

The Entitlement in respect of each Note will be delivered at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent will in its sole discretion determine and notify to the Designated Transferee or in such manner as specified in the Applicable Pricing Supplement. Any Designated Transferee other than the Noteholder must be approved by the Issuer in writing prior to its designation as Designated Transferee. If not approved, the Noteholder will be deemed to be the Designate Transferee. If approved, the approved Designated Transferee will be deemed to be the duly authorised and mandated agent of the Noteholder and any delivery or payment to such approved Designated Transferee will be deemed for all purposes to be a delivery or payment to the Noteholder and shall satisfy the Issuer's delivery and transfer obligations in respect thereof. Such approved person will not be entitled to enforce any of the Noteholder's rights against the Issuer and the Issuer will have no liability or obligation to or in respect of the approved Designated Transferee. By delivery of an Asset Transfer Notice designating a Designated Transferee other than the Noteholder, the Noteholder shall be deemed to represent and warrant that the Designated Transferee has agreed to the foregoing.

If the Asset Transfer Notice and where applicable, the relevant Certificates, are delivered to the Issuer later than 14:00 on the Asset Transfer Notice Cut-Off Date, then the Entitlement in respect of the relevant Notes will be delivered as soon as practicable after the date on which the duly completed Asset Transfer Notice is received, at the risk of the relevant Noteholder in the manner provided above. In such case, such Noteholder will not be entitled to any payment or to other assets, whether in respect of interest or otherwise, in the event of such later delivery of the Entitlement and such later delivery will under no circumstances constitute an Event of Default in respect of the Issuer.

If the Noteholder fails to deliver an Asset Transfer Notice in the manner set out herein or, where applicable, fails to deliver the Certificates related thereto within one calendar year of the originally designated Maturity Date, the Issuer will be discharged from its obligations in respect of the relevant Notes and will have no further obligation or liability whatsoever in respect thereof.

Until delivery of the Entitlement is made, the Issuer or any person holding such assets on behalf of the Issuer will continue to be the legal owner of those assets. After delivery of the Entitlement and for the Intervening Period, none of the Issuer, the Calculation Agent nor any

other person will at any time (i) be under any obligation to deliver or procure delivery to the Noteholder or its approved Designated Transferee of any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in respect of the securities or obligations included in such Entitlement, (ii) be under any obligation to exercise or procure the exercise of any or all rights (including voting rights) attaching or appertaining to such securities or obligations included in such Entitlement or (iii) be under any liability to a Noteholder for any loss, liability, damage, cost or expense that 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 included in such Entitlement.

Where the Entitlement is, in the determination of the Issuer, an amount other than an amount of Relevant Asset(s) capable of being delivered at the relevant time, (i) the Issuer will not deliver and the relevant Noteholder will not be entitled to receive in respect of its Notes that fraction of a Relevant Asset which is less than a whole number (the **Fractional Entitlement**) and (ii) the Issuer will pay to the relevant Noteholder a cash amount (to be paid at the same time as delivery of the Entitlement) equal to the fair market value (as determined by the Calculation Agent) of such Fractional Entitlement.

Any costs, taxes, duties and/or expenses (including stamp duty, securities transfer tax and/or other costs, taxes or expenses) (the **Delivery Expenses**) of effecting any delivery of the Entitlement will, in the absence of any provision to the contrary in the Applicable Pricing Supplement, be borne by the relevant Noteholder and will, unless otherwise specified in the Applicable Pricing Supplement, either be:

- (a) paid to the Issuer by such Noteholder on or prior to the day falling 10 (ten) Business Days following the date of delivery of the Asset Transfer Notice (the **Delivery Expenses Cut-off Date**) and in any event prior to the delivery of the Entitlement (and, in such case, the Issuer will not be required to deliver such Entitlement until it has received such payment); or
- (b) if so instructed by such Noteholder in the Asset Transfer Notice or if the Noteholder has not paid the Delivery Expenses on or prior to the Delivery Expenses Cut-off Date, deducted by the Issuer in the calculation of the Entitlement.

8. SETTLEMENT DISRUPTION EVENT

If, prior to the delivery of the Entitlement in accordance with these Terms and Conditions, a Settlement Disruption Event is subsisting, then the Maturity Date in respect of such Note will be postponed until the next Settlement Business Day on which no Settlement Disruption Event is subsisting and notice thereof will be given to the relevant Noteholder, in accordance with General Condition 16 (*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 Entitlement pursuant to this Condition. Where delivery of the Entitlement has been postponed as provided in this Condition, the Issuer will not be in breach of these Terms and Conditions and no liability in respect thereof will attach to the Issuer.

For so long as delivery of the Entitlement 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 3rd (third) Business Day following the date that the

notice of such election (the **Election Notice**) is given to the Noteholders in accordance with General Condition 16 (*Notices*).

9. FAILURE TO DELIVER DUE TO ILLIQUIDITY

If Failure to Deliver due to Illiquidity is specified as applicable in the Applicable Pricing Supplement and, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets comprising the Entitlement (the **Affected Relevant Assets**), where such failure to deliver is due to illiquidity in the market for the Relevant Assets (a **Failure to Deliver due to Illiquidity**), then:

- (i) subject as provided elsewhere in the Terms and Conditions and/or the Applicable Pricing Supplement, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Maturity Delivery Date in accordance with the Terms and Conditions; and
- (ii) in respect of any Affected Relevant Assets, notwithstanding any other provision hereof, the Issuer may elect in its sole discretion, in lieu of delivery of the Affected Relevant Assets, to pay to the relevant Noteholder the Failure to Deliver Settlement Price on the fifth Business Day following the date the Failure to Deliver Notice is given to the Noteholders in accordance with General Condition 16 (*Notices*). The Issuer will give notice (such notice a **Failure to Deliver Notice**) as soon as reasonably practicable to the Noteholders in accordance with General Condition 16 (*Notices*) that the provisions of this Equity Linked Condition 9 (*Failure to Deliver due to Illiquidity*) apply.

10. OPTION TO VARY SETTLEMENT

Unless "Issuer's option to vary Settlement" is specified as Not Applicable in the Applicable Pricing Supplement, the Issuer has an option to vary settlement in respect of the Notes and the Issuer may at its sole and unfettered discretion in respect of each such Note elect not to pay the relevant Noteholders the Final Redemption Amount or to deliver or procure delivery of the Entitlement to the relevant Noteholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Final Redemption Amount on the Maturity Date to the relevant Noteholders, as the case may be. Notification of such election will be given to Noteholders in accordance with General Condition 16 (*Notices*).

11. FUTURES PRICE VALUATION

- 11.1 If "Futures Price Valuation" is specified to apply in relation to a Share in the Applicable Pricing Supplement, in respect of such Share the following amendments will apply to these Equity Linked Conditions:

For the purposes of determining whether a day is a Scheduled Trading Day where Futures Price Valuation applies in relation to any Share, a Scheduled Trading Day must be a day on which the Official Settlement Price is published by the relevant Related Exchange in relation to the relevant Share to which Futures Price Valuation applies.

The Disrupted Day provisions in these Equity Linked Conditions will not apply in relation to any Share in respect of which Futures Price Valuation applies, unless there is a Non-Commencement or Discontinuance of the Exchange-traded Contract, in which case the Disrupted Day provisions will apply to the relevant Share.

For these purposes:

Exchange-traded Contract means, in relation to a Share, a futures or options contract specified as such for the Share in the Applicable Pricing Supplement, in each case, identified by reference to (a) the Share to which it relates, (b) the delivery month of such contract, and (c) the Related Exchange on which the relevant contract is traded.

Non-Commencement or Discontinuance of the Exchange-traded Contract means there is no Official Settlement Price as a result of the fact that trading in the Exchange-traded Contract never commences or is permanently discontinued at any time on or prior to a Valuation Date, Observation Date, Averaging Date or other date for valuation or observation, as the case may be, of the relevant Share.

Official Settlement Price means, the official settlement price (however described under the rules of the relevant Related Exchange or its clearing house) of the relevant Exchange-traded Contract published by the Related Exchange or its clearing house and as determined by the Calculation Agent.

Related Exchange means, in respect of a Share, the relevant exchange specified in the description of the Exchange-traded Contract for such Share in the Applicable Pricing Supplement.

Share Closing Price means, in relation to the relevant Share and any Scheduled Trading Day, the Official Settlement Price on such day.

11.2 **Adjustments of the Exchange-traded Contract**

If the terms of the relevant Exchange-traded Contract are changed or modified by the relevant Related Exchange, the Calculation Agent may make the appropriate adjustment, if any, to the Terms and Conditions and/or the Applicable Pricing Supplement to account for such change or modification.

11.3 **Non-Commencement or Discontinuance of the Exchange-traded Contract**

Where there is a Non-Commencement or Discontinuance of the Exchange-traded Contract, the Official Settlement Price for any Valuation Date, Observation Date, Averaging Date or any other relevant date for valuation or observation, as the case may be, of the relevant Share shall be deemed to be the Share Closing Price of the relevant Share at the close of the regular trading session on the relevant Exchange on the Valuation Date, Observation Date, Averaging Date or other relevant date.

11.4 **Corrections of the Official Settlement Price**

If the Official Settlement Price for any Valuation Date, Observation Date, Averaging Date or any other date for valuation or observation, as the case may be, in relation to the relevant Share (an **Exchange-traded Contract Relevant Calculation**) is subsequently corrected and the correction (the **Corrected Official Settlement Price**) is published by the relevant Related Exchange no later than two Business Days prior to the date of payment or delivery of any amount calculated by reference to the Exchange-traded Contract Relevant Calculation then the Corrected Official Settlement Price shall be deemed to be the Share Closing Price for such Share on such Valuation Date, Averaging Date, Observation Date or other relevant date, as the case may be, and the Calculation Agent shall use such Corrected Official Settlement Price in determining the relevant amount payable or deliverable.

ANNEX 3

ADDITIONAL TERMS AND CONDITIONS FOR FX LINKED NOTES

*The terms and conditions applicable to FX Linked Notes shall comprise the Terms and Conditions of the Notes set out above (the "**General Conditions**") and the Additional Terms and Conditions for FX Linked Notes set out below (the "**FX Linked Note Conditions**"), in each case subject to replacement or modification to the extent specified in the Applicable Pricing Supplement. In the event of any inconsistency between the General Conditions and the FX Linked Note Conditions, the FX Linked Note Conditions shall prevail. In the event of any inconsistency between (i) the General Conditions and/or the FX Linked Note Conditions and (ii) the Applicable Pricing Supplement, the Applicable Pricing Supplement, shall prevail.*

1. CURRENCY VALUATION AND DISRUPTION PROVISIONS

(a) Disruption Events

If so specified in the Applicable Pricing Supplement, the occurrence of any of the following events, in respect of any Base Currency, Subject Currency and/or Subject Currencies, shall be a "**Disruption Event**":

- (i) Price Source Disruption;
- (ii) Illiquidity Disruption;
- (iii) Dual Exchange Rate;
- (iv) General Inconvertibility;
- (v) General Non-Transferability;
- (vi) Material Change in Circumstance;
- (vii) Nationalisation;
- (viii) Price Materiality;
- (ix) Benchmark Obligation Default;
- (x) Governmental Authority Default;
- (xi) Inconvertibility/Non-Transferability;
- (xii) Specific Inconvertibility;
- (xiii) Specific Non-Transferability; and/or

any other event that, in the opinion of the Calculation Agent, is analogous to any of sub-paragraphs (i) to (xiii) above (inclusive).

The Calculation Agent shall give notice as soon as reasonably practicable to Noteholders in accordance with General Condition 16 (*Notices*) of the occurrence of a Disrupted Day on any day that but for the occurrence of the Disrupted Day would

have been either (x) any Averaging Date or the Settlement Price Date, or (y) the Due Date, as the case may be.

(b) Consequences of a Disruption Event

Upon the Calculation Agent determining that a Disruption Event has occurred or is continuing on either the Due Date, any Averaging Date or Settlement Price Date, as the case may be (or, if different, the day on which prices for that date would, in the ordinary course, be published by the relevant FX Price Source), the Calculation Agent, in determining the consequences of the Disruption Event:

- (i) shall:
 - (A) apply the applicable Disruption Fallback where the applicable Disruption Event is any Disruption Event other than Illiquidity Disruption, Dual Exchange Rate and/or Material Change in Circumstance; or
 - (B) apply Calculation Agent Determination where the applicable Disruption Event is Illiquidity Disruption and/or Dual Exchange Rate; or
 - (C) where the applicable Disruption Event is Material Change in Circumstance, determine that on giving notice to Noteholders in accordance with General Condition 16 (*Notices*), the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the Calculated FX Disruption Amount; or
- (ii) shall, if an Averaging Date or Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if Delayed Redemption on the Occurrence of a Disruption Event is specified as being Not Applicable in the Applicable Pricing Supplement, determine that on giving notice to Noteholders in accordance with General Condition 16 (*Notices*), the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the Calculated FX Disruption Amount. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with General Condition 16 (*Notices*); or
- (iii) shall, if an Averaging Date or Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if Delayed Redemption on the Occurrence of a Disruption Event is specified as being Applicable in the Applicable Pricing Supplement, determine that on the Maturity Date the Issuer shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the Calculated FX Disruption Amount calculated on the Calculated FX Disruption Amount Determination Date plus interest accrued on the Calculated FX Disruption Amount on a daily basis from and including the Calculated FX Disruption Amount Determination Date to but excluding the Maturity Date, each such daily accrual rate being at a rate equal to the Issuer's funding cost on or about the relevant day or (y) if greater, its nominal amount; or
- (iv) shall, if an Averaging Date or Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if (i) Delayed Redemption on the

Occurrence of a Disruption Event is specified as being not applicable in the Applicable Pricing Supplement and (ii) FX Deliverable Obligations are specified in the Applicable Pricing Supplement, determine that on giving notice to Noteholders in accordance with General Condition 16 (*Notices*) (an "**FX Deliverable Obligations Redemption Notice**"), the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by:

- (A) Delivery of the FX Deliverable Obligations comprising the FX Entitlement to the FX Designated Transferee on or before the FX Physical Settlement Date, subject to and in accordance with FX Linked Note Condition 1(f) (*Physical delivery*); or
 - (B) payment of the FX Entitlement Fair Market Value. Payment shall be made in such manner as shall be notified to the Noteholders in accordance with General Condition 16 (*Notices*); or
- (v) shall if an Averaging Date or Settlement Price Date is a Disrupted Day but is not the Redemption Valuation Date, and if (i) Delayed Redemption on the Occurrence of a Disruption Event is specified as being applicable in the Applicable Pricing Supplement and (ii) FX Deliverable Obligations are specified in the Applicable Pricing Supplement, determine that on the Maturity Date the Issuer shall redeem each Note at an amount calculated by the Calculation Agent equal to (x) the FX Entitlement Fair Market Value plus interest accrued on the FX Entitlement Fair Market Value on a daily basis from and including the FX Entitlement Valuation Date to but excluding the Maturity Date, each such daily accrual rate being at a rate equal to the Issuer's funding cost on or about the relevant day or (y) if greater, its nominal amount.

In such circumstances the Issuer shall give notice to the Noteholders in accordance with General Condition 16 (*Notices*) (a "**Disruption Event Action Notice**") specifying which of the above actions the Calculation Agent has determined shall be taken (for the avoidance of doubt, where notice of redemption is given pursuant to the above, the Disruption Event Action Notice may form part of such notice). Failure to give a Disruption Event Action Notice shall not constitute an Event of Default or invalidate any action taken pursuant to the above.

If the Notes are to be redeemed pursuant to sub-paragraph (iv) above, the FX Deliverable Obligations Redemption Notice will also describe the FX Deliverable Obligations comprising the FX Entitlement that the Issuer reasonably expects to Deliver or be valued. The Issuer may, from time to time, amend an FX Deliverable Obligations Redemption Notice by delivering a notice to Noteholders in accordance with General Condition 16 (*Notices*), (each such notification, an "**FX Deliverable Obligations Redemption Amendment Notice**") that the Issuer is replacing, in whole or in part, one or more FX Deliverable Obligations specified in the FX Deliverable Obligations Redemption Notice or a prior FX Deliverable Obligations Redemption Amendment Notice, as applicable (to the extent the relevant FX Deliverable Obligation has not been Delivered as of the date such FX Deliverable Obligations Redemption Amendment Notice is effective). An FX Deliverable Obligations Redemption Amendment Notice shall specify each replacement FX Deliverable Obligation that will comprise the FX Entitlement (each, a "**Replacement FX Deliverable Obligation**") and shall also specify the outstanding principal balance of each FX Deliverable Obligation identified in the FX Deliverable Obligations Redemption Notice or a prior FX Deliverable Obligations Redemption Amendment

Notice, as applicable, that is being replaced (with respect to each such FX Deliverable Obligation, the "**Replaced FX Deliverable Obligation Outstanding Amount**"). The aggregate outstanding principal balance of the Replacement FX Deliverable Obligation(s), taken together, shall be at least equal to the aggregate of each Replaced FX Deliverable Obligation Outstanding Amount. Each such FX Deliverable Obligations Redemption Amendment Notice must be effective on or prior to the FX Physical Settlement Date (determined without reference to any change resulting from such FX Deliverable Obligations Redemption Amendment Notice) or FX Entitlement Valuation Date, as applicable. Notwithstanding the foregoing, the Issuer may correct any errors or inconsistencies contained in the FX Deliverable Obligations Redemption Notice or any FX Deliverable Obligations Redemption Amendment Notice, as applicable, by notice to the Noteholders in accordance with General Condition 16 (*Notices*), prior to the relevant FX Delivery Date or FX Entitlement Valuation Date, as applicable, it being understood that any such notice of correction shall not constitute an FX Deliverable Obligations Redemption Amendment Notice.

For the avoidance of doubt, the Calculation Agent shall be entitled to select any of the FX Deliverable Obligations to constitute the FX Entitlement, irrespective of their market value.

In the event that the Notes become redeemable in accordance with this FX Linked Note Condition 1(b) (*Consequences of a Disruption Event*), upon Delivery of the FX Deliverable Obligations or payment of the relevant cash amount (as determined in accordance with the provisions of this FX Linked Note Condition 1(b) (*Consequences of a Disruption Event*)), as applicable, the Issuer shall have discharged its obligations in respect of the Notes and shall have no other liability or obligation whatsoever in respect thereof. The value of such FX Deliverable Obligations or cash amount may be less than the nominal amount of a Note. Any shortfall shall be borne by the Noteholders and no liability shall attach to the Issuer.

(c) **Unscheduled Holiday**

If the Calculation Agent determines that a date that would otherwise have been a Settlement Price Date or Averaging Date is an Unscheduled Holiday in respect of a Subject Currency, then such date shall be the immediately succeeding Scheduled Trading Day after the occurrence of the Unscheduled Holiday, subject as provided above, and provided that if such Settlement Price Date or Averaging Date, as the case may be, has not occurred on or before the Maximum Days of Postponement then the next Business Day after such period that would have been a Scheduled Trading Day but for the Unscheduled Holiday shall be deemed to be the relevant date for valuation and the Settlement Price shall be determined by the Calculation Agent on such day in its sole and absolute discretion acting in good faith, having taken into account relevant market practice and by reference to such additional source(s) as it may deem appropriate.

(d) **Cumulative Events**

If "Cumulative Events" is specified as applicable in the Applicable Pricing Supplement in respect of a Subject Currency then, in no event shall the total number of consecutive calendar days during which a Settlement Price Date or Averaging Date is deferred due to either (i) an Unscheduled Holiday or (ii) a Valuation Postponement (or a combination of both (i) and (ii)) exceed the Maximum Cumulative Days of Postponement in the aggregate. If a Settlement Price Date or Averaging Date, as the case may be, is postponed by the number of calendar days equal to the Maximum

Cumulative Days of Postponement and at the end of such period (i) an Unscheduled Holiday has occurred or is continuing on the day immediately following such period (the "**Final Day**"), then such Final Day shall be deemed to be the Settlement Price Date or Averaging Date, as the case may be, and (ii) if a Price Source Disruption has occurred or is continuing on the Final Day, then Valuation Postponement shall not apply and the Settlement Price shall be determined in accordance with the next applicable Disruption Fallback.

(e) Postponement of payment or settlement days

Where a Settlement Price Date or Averaging Date is postponed as a consequence of either (i) an Unscheduled Holiday; or (ii) a Valuation Postponement (or a combination of both (i) and (ii)), then the corresponding date for payment shall be postponed to the later of (a) the date for such payment otherwise determined in accordance with the Applicable Pricing Supplement and (b) the day falling the Number of Postponement Settlement Days specified in the Applicable Pricing Supplement (or, if none are so specified, two Business Days) after the last occurring Settlement Price Date or Averaging Date, as the case may be.

(f) Physical delivery

If the Notes are to be redeemed by Delivery of the FX Deliverable Obligations comprising the FX Entitlement in accordance with FX Linked Note Condition 1(b)(iv)(A) above, in order to obtain Delivery of the FX Entitlement in respect of any Note the relevant Noteholder must deliver to the Transfer Agent within five (5) Business Days of the FX Deliverable Obligations Redemption Notice Delivery Date (the "**FX Cut-Off Date**"), a duly completed FX Asset Transfer Notice as referred to below together with, where applicable, the Certificates relating to the Notes. No FX Asset Transfer Notice may be withdrawn after receipt thereof. Where applicable, no transfers of the Notes the subject thereof will be effected by the Transfer Agent after delivery of an FX Asset Transfer Notice.

Forms of the FX Asset Transfer Notice may be obtained during normal business hours from the specified office of the Transfer Agent.

The FX Asset Transfer Notice shall:

- (i) specify the name of the Noteholder;
- (ii) specify the name, physical and postal address and the banking and securities safe custody account details of the FX Designated Transferee;
- (iii) specify the Nominal Amount of Notes which are the subject of such notice;
- (iv) irrevocably instruct and authorise the Transfer Agent to cancel the relevant Notes and Certificates;
- (v) authorise the production of such notice in any applicable administrative or legal proceedings; and
- (vi) either (i) include an undertaking to pay all FX Delivery Expenses on or prior to the FX Delivery Expenses Cut-off Date; or (ii) instruct the Issuer to deduct from the FX Entitlement FX Deliverable Obligations with a market value determined by the Calculation Agent equal to the FX Delivery Expenses.

Noteholders should note that if they elect to pay all FX Delivery Expenses but have not done so on or prior to the FX Delivery Expenses Cut-off Date, notwithstanding such election, the relevant FX Delivery Expenses will be deducted in the calculation of the FX Entitlement as provided in the definition thereof.

Failure to properly complete and deliver an FX Asset Transfer Notice and, where applicable, the relevant Certificates, may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered shall be made by the Transfer Agent in its sole and absolute discretion and shall be binding on the relevant Noteholder and the Issuer.

Upon receipt of a duly completed FX Asset Transfer Notice the Transfer Agent shall, in the case of Registered Notes, verify that the person specified in the notice as the Noteholder is the holder of the Note referred to therein according to the Register and in the case of Order Notes or Bearer Notes, the Transfer Agent may for all purposes regard the person disclosed as the Noteholder in the FX Asset Transfer Notice as the holder of the Note and the Transfer Agent shall not be required to perform any further verification or confirmation as to the identity of the holder of the Note.

The FX Deliverable Obligations comprising the FX Entitlement in respect of each Note will be Delivered at the risk of the relevant Noteholder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine and the Issuer shall notify to the FX Designated Transferee or in such manner as specified in the Applicable Pricing Supplement. Any FX Designated Transferee other than the Noteholder shall be deemed to be the duly authorised agent of the Noteholder and any Delivery or payment to such person shall be deemed for all purposes to be a Delivery or payment to the Noteholder and shall satisfy the Issuer's obligations in respect thereof. Such person shall not be entitled to enforce any of the Noteholder's rights against the Issuer and the Issuer shall have no liability or obligation to or in respect of the FX Designated Transferee. By delivery of an FX Asset Transfer Notice, the Noteholder shall be deemed to represent that the FX Designated Transferee has agreed to the foregoing.

If the FX Asset Transfer Notice and where applicable, the relevant Certificates, are delivered to the Issuer later than close of business on the FX Cut-Off Date, then the FX Deliverable Obligations comprising the FX Entitlement in respect of the relevant Notes will be Delivered as soon as practicable after the date on which the duly completed FX Asset Transfer Notice is received, at the risk of the relevant Noteholder in the manner provided above. For the avoidance of doubt, such Noteholder shall not be entitled to any payment or to other assets, whether in respect of interest or otherwise, in the event of such later Delivery of the FX Deliverable Obligations comprising the FX Entitlement and such later Delivery shall not constitute an Event of Default.

If the Noteholder fails to deliver an FX Asset Transfer Notice in the manner set out herein or, where applicable, fails to deliver the Certificates related thereto within one calendar year of the FX Deliverable Obligations Redemption Notice Delivery Date, the Issuer shall be discharged from its obligations in respect of such Notes and shall have no further obligation or liability whatsoever in respect thereof.

Until Delivery of the FX Deliverable Obligations comprising the FX Entitlement is made, the Issuer or any person holding such assets on behalf of the Issuer shall continue to be the legal owner of those assets. After Delivery of the FX Deliverable Obligations comprising the FX Entitlement 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 the Noteholder or its FX Designated Transferee of any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in respect of the securities or obligations included in such FX Entitlement, (ii) be under any obligation to exercise or procure the exercise of any or all rights (including voting rights) attaching or appertaining to such securities or obligations included in such FX Entitlement or (iii) be under any liability to a Noteholder for any loss, liability, damage, cost or expense that 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 included in such FX Entitlement.

Where the FX Entitlement is, in the determination of the Issuer, an amount other than an amount of FX Deliverable Obligation(s) capable of being Delivered at the relevant time, (i) the Issuer shall not Deliver and the relevant Noteholder shall not be entitled to receive in respect of its Notes that fraction of a FX Deliverable Obligation which is less than a whole number (the "**Fractional Entitlement**") and (ii) the Issuer shall pay to the relevant Noteholder a cash amount (to be paid at the same time as Delivery of the FX Deliverable Obligations comprising the FX Entitlement) equal to the fair market value (as determined by the Calculation Agent) of such Fractional Entitlement.

The costs, taxes, duties and/or expenses (including stamp duty, securities transfer tax and/or other costs, taxes or expenses) (the "**FX Delivery Expenses**") of effecting any Delivery of the FX Deliverable Obligations comprising the FX Entitlement (except for the expenses of delivery by uninsured mail (if any) which shall be borne by the Issuer) shall, in the absence of any provision to the contrary in the Applicable Pricing Supplement, be borne by the relevant Noteholder and shall, unless otherwise specified in the Applicable Pricing Supplement, be:

- (i) paid to the Issuer by such Noteholder on or prior to the day falling 10 (ten) Business Days following the date of delivery of the FX Asset Transfer Notice (the "**FX Delivery Expenses Cut-off Date**") and in any event prior to the Delivery of the FX Deliverable Obligations comprising the FX Entitlement (and, for the avoidance of doubt, the Issuer shall not be required to Deliver such FX Deliverable Obligations until it has received such payment); and (as applicable in the case of sub-paragraph (b)(ii) below)/or
- (ii) (a) if so instructed by such Noteholder in the FX Asset Transfer Notice; (b) (i) if the Noteholder has not paid the FX Delivery Expenses (in whole or in part) on or prior to the FX Delivery Expenses Cut-off Date; or (ii) if the FX Delivery Expenses have not been determined on or prior to the FX Delivery Expenses Cut-Off Date, deducted (if FX Delivery Expenses have been paid in part, to the extent of the non-payment only) by the Issuer in the calculation of the FX Entitlement.

If, due to an event beyond the control of the Issuer, it is impossible or illegal to Deliver any FX Deliverable Obligations comprising an FX Entitlement (the "**FX Undeliverable Obligations**") on the FX Physical Settlement Date (including without limitation, as a result of failure of the relevant clearance system or due to any law, regulation or court order, contractual restrictions, statutory restrictions or market conditions), then the Issuer shall Deliver or procure the Delivery of the FX Deliverable Obligations which are not FX Undeliverable Obligations and the FX Undeliverable Obligations will be Delivered on the first succeeding day on which

Delivery of such FX Undeliverable Obligations can take place unless such an event prevents Delivery for 5 (five) Business Days. In that case, the Calculation Agent will determine the action to be taken under the Notes, including whether or not the Issuer will continue to attempt to Deliver the FX Undeliverable Obligations, and the future terms applicable to the Notes. The relevant Noteholder shall not be entitled to any payment or to other assets, whether in respect of interest or otherwise, in the event of such late Delivery of or failure to Deliver such FX Undeliverable Obligations and such late Delivery or failure to Deliver shall not constitute an Event of Default.

2. DEFINITIONS

"Averaging Date"		means the dates specified as such in the Applicable Pricing Supplement or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day for the relevant Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in FX Linked Note Condition 1(c) (<i>Unscheduled Holiday</i>) above, unless, in the opinion of the Calculation Agent, the resultant day is a Disrupted Day, in which case the provisions of FX Linked Note Condition 1(b) (<i>Consequences of a Disruption Event</i>) shall apply.
"Base Currency"		means the currency specified as such in the Applicable Pricing Supplement.
"Benchmark Obligation"		means, in respect of a Subject Currency, each obligation specified as such for such Subject Currency in the Applicable Pricing Supplement.
"Benchmark Default"	Obligation	means, with respect to any Benchmark Obligation, the occurrence of a default, event of default or other similar condition or event (however described) including, but not limited to, (A) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of such Benchmark Obligation, (B) a declared moratorium, standstill, waiver, deferral, Repudiation or rescheduling of any principal, interest or other amounts due in respect of such Benchmark Obligation or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of such Benchmark Obligation without the consent of all holders of such Benchmark Obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of the relevant entity to issue or enter into such Benchmark Obligation.
"Calculated Amount"	FX Disruption	means the fair market value of each Note less the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and

absolute discretion.

"Calculated FX Disruption Amount Determination Date" means as soon as reasonably practicable following the occurrence of the Disruption Event.

"Deliver" means to deliver, novate, transfer, assign or sell, as appropriate, in the manner customary for the settlement of the relevant FX Deliverable Obligation (which shall include executing all necessary documentation and taking any other necessary actions), in order to convey all right, title and interest in the FX Deliverable Obligation to the relevant FX Designated Transferee, free and clear of all claims, charges and liens and encumbrances. **"Delivery"** and **"Delivered"** will be construed accordingly.

"Disrupted Day" means any Scheduled Trading Day on which the Calculation Agent determines that a Disruption Event has occurred.

"Disruption Fallback" means a source or method that may give rise to an alternative basis for:

- (i) determining the Settlement Price when a Disruption Event occurs or exists on a day that is an Averaging Date or Settlement Price Date (or, if different, the day on which prices for that date would, in the ordinary course, be published or announced by the FX Price Source) being, in respect of a Subject Currency, any of Calculation Agent Determination, First Fallback Reference Price, Second Fallback Reference Price and Valuation Postponement, as so specified in the Applicable Pricing Supplement for such Subject Currency; or
- (ii) settling the Final FX Settlement Amount when a Disruption Event occurs or exists on the Due Date.

Where more than one Disruption Fallback is so specified in respect of the determination of the Settlement Price as mentioned in paragraph (i) of this definition, then such Disruption Fallbacks shall apply in the order in which they are specified in the Applicable Pricing Supplement until the Settlement Price can be determined for such exchange rate relating to that Subject Currency for such Averaging Date or Settlement Price Date.

Where:

- (a) **"Calculation Agent Determination"** means that the Calculation Agent shall determine the Settlement Price in its sole and absolute discretion taking into consideration all

information that it deems relevant.

- (b) **"First Fallback Reference Price"** means that the Calculation Agent shall determine the Settlement Price in its sole and absolute discretion by reference to the applicable First Fallback Reference Price and, for which purpose, references in the definition of "Settlement Price" to "FX Price Source", "Valuation Time" and "Number of Settlement Days" shall be deemed to refer to, respectively, "First Fallback FX Price Source", "First Fallback Valuation Time" and "First Fallback Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Applicable Pricing Supplement).
- (c) **"Second Fallback Reference Price"** means that the Calculation Agent shall determine the Settlement Price in its sole and absolute discretion by reference to the applicable Second Fallback Reference Price and, for which purpose, references in the definition of "Settlement Price" to "FX Price Source", "Valuation Time" and "Number of Settlement Days" shall be deemed to refer to, respectively, "Second Fallback FX Price Source", "Second Fallback Valuation Time" and "Second Fallback Number of Settlement Days" (in each case, where such terms shall have the meanings given to them in the Applicable Pricing Supplement).
- (d) **"Valuation Postponement"** means that the Settlement Price shall be determined on the first succeeding Scheduled Trading Day which is not a Disrupted Day unless the Calculation Agent determines that each of the number of consecutive Scheduled Trading Days equal to the Maximum Days of Postponement immediately following the originally designated Averaging Date or Settlement Price Date, as the case may be, is a Disrupted Day. In such event, the Settlement Price shall be determined on the next Scheduled Trading Day after the Maximum Days of Postponement (notwithstanding the fact that that day may be a Disrupted Day) in accordance with the next applicable Disruption Fallback.
- (e) **"Settlement Postponement"** means, without affecting any determination or valuation to be made on a Settlement Price Date or any other date, the Issuer's obligation to pay the Final FX

Settlement Amount on the Due Date shall be postponed to the first succeeding Business Day after the Due Date on which the Disruption Event ceases to exist, unless such Disruption Event continues to exist (measured from the original date that, but for the occurrence of such Disruption Event, would have been the Due Date) for consecutive Business Days equal in number to the Maximum Days of Settlement Postponement. Should the Disruption Event still prevail on the last consecutive Business Day of the Maximum Days of Settlement Postponement, then the Calculation Agent shall, acting in good faith and a commercially reasonable manner, be entitled to in its sole discretion determine the manner in which the Notes shall be redeemed, and the value thereof.

"Due Date"	means the date on which the Final FX Settlement Amount is due.
"Dual Exchange Rate"	means that any of the exchange rates (or component rates therefor) from which the Settlement Price is derived, splits into dual or multiple currency exchange rates.
"Face Amount"	means the amount specified as such in the Applicable Pricing Supplement.
"Final FX Settlement Amount"	means the Final Redemption Amount, Cash Settlement Amount, Optional Redemption Amount or Early Redemption Amount, as applicable.
"FX Asset Transfer Notice"	means a notice that complies with FX Linked Note Condition 1(f) (<i>Physical delivery</i>) delivered by the Noteholder to the Transfer Agent.
"FX Deliverable Obligations"	means the obligation(s) specified as such in the Applicable Pricing Supplement.
"FX Deliverable Obligations Redemption Notice Cut-off Date"	means the sixtieth calendar day after the FX Deliverable Obligations Redemption Notice Delivery Date.
"FX Deliverable Obligations Redemption Notice Delivery Date"	means the first date on which an effective FX Deliverable Obligations Redemption Notice has been delivered by the Issuer to the Noteholders in accordance with General Condition 16 (<i>Notices</i>).
"FX Delivery Date"	means, with respect to a FX Deliverable Obligation, the date such FX Deliverable Obligation is Delivered.
"FX Designated Transferee"	means the person specified in the FX Asset Transfer Notice, to whom Delivery of the FX Deliverable

Obligations is to be made, which person may be the Noteholder or any other person.

"FX Entitlement"	means, in respect of a Note, such Note's <i>pro rata</i> share of (a) FX Deliverable Obligations, as selected by the Calculation Agent in its sole and absolute discretion, with an outstanding principal balance equal to the Face Amount less (b) FX 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 in its sole and absolute discretion falling during the period from and including the date on which the Calculation Agent determined the Notes would be redeemed pursuant to FX Linked Note Condition 1(b)(iv) to and including the FX Delivery Date or FX Entitlement Valuation Date, as the case may be, equal to the Unwind Costs.
"FX Entitlement Fair Market Value"	means, in respect of a Note, the fair market value of the FX Entitlement on the FX Entitlement Valuation Date, as determined by the Calculation Agent in its sole and absolute discretion acting in good faith and a commercially reasonable manner.
"FX Entitlement Valuation Date"	means any Business Day selected by the Calculation Agent in its sole and absolute discretion falling within the period from (and excluding) the FX Deliverable Obligations Redemption Notice Delivery Date, to (and including) the 60th Business Day following such date.
"FX Physical Settlement Date"	means the last day of the longest FX Physical Settlement Period following the FX Deliverable Obligations Redemption Notice Cut-off Date.
"FX Physical Settlement Period"	means, with respect to an FX Deliverable Obligation, the longest number of Business Days for settlement in accordance with then current market practice of such FX Deliverable Obligation, as determined by the Calculation Agent.
"FX Price Source"	means, in respect of a Subject Currency, the price source(s) specified as such in the Applicable Pricing Supplement (or any successor to such price source(s) as determined by the Calculation Agent).
"General Inconvertibility"	means the occurrence of any event that generally makes it impossible to convert a Subject Currency into the Base Currency in the Subject Currency Jurisdiction through customary legal channels.
"General Non-Transferability"	means the occurrence of any event that generally makes it impossible to deliver (A) the Base Currency from accounts inside the Subject Currency Jurisdiction to accounts outside the Subject Currency Jurisdiction or (B)

the Subject Currency between accounts inside the Subject Currency Jurisdiction or to a party that is a non-resident of the Subject Currency Jurisdiction.

"Governmental Authority"

means (i) any *de facto* or *de jure* government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or (ii) any other entity (private or public) charged with the regulation of the financial markets (including the central bank), in each case in any relevant jurisdiction.

"Governmental Default"

Authority

means, with respect to any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, the occurrence of a default, event of default or other similar condition or event (however described) including, but not limited to, (A) the failure of timely payment in full of any principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness for borrowed money or guarantee, (B) a declared moratorium, standstill, waiver, deferral, Repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for borrowed money or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for borrowed money or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for borrowed money or guarantee. For the purposes of this definition, "any relevant jurisdiction" as used in the definition of "Governmental Authority" shall mean "the Subject Currency Jurisdiction".

"Illiquidity Disruption"

means the occurrence of any event in respect of any of the Base Currency, Subject Currency and/or Subject Currencies whereby it becomes impossible for the Calculation Agent to obtain a firm quote for such currency in an amount deemed necessary by the Calculation Agent to hedge the Issuer's obligations under the Notes (in one or more transaction(s)) on the relevant Averaging Date or Settlement Price Date (or, if different, the day on which rates for such Averaging Date or Settlement Price Date would, in the ordinary course, be published or announced by the relevant FX Price Source).

"Inconvertibility/Non-Transferability"	means the occurrence of any event which constitutes a General Inconvertibility Disruption Event, a General Non-Transferability Disruption Event, a Specific Inconvertibility Disruption Event and a Specific Non-Transferability Disruption Event.
"Interest Valuation Date"	means, in respect of an FX Linked Interest Notes, the date specified as such in the Applicable Pricing Supplement.
"Intervening Period"	means such period of time as any person other than the relevant FX Designated Transferee shall continue to be registered as the legal owner of any securities or other obligations comprising the FX Entitlement.
"Material Change in Circumstance"	means the occurrence of any event (other than those events specified as Disruption Events) in the Subject Currency Jurisdiction beyond the control of the parties to a hedging arrangement in respect of the Notes which makes it impossible (A) for a party to fulfil its obligations under the hedging arrangement or (B) generally to fulfil obligations similar to such party's obligations under that hedging arrangement.
"Maximum Cumulative Days of Postponement"	means the number of days specified as such in the Applicable Pricing Supplement or, if no such number is specified, 30 calendar days.
"Maximum Days of Postponement"	means the number of days specified as such in the Applicable Pricing Supplement or, if no such number is specified, 30 calendar days.
"Nationalisation"	means any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives a party to a hedging arrangement in respect of the Notes of all or substantially all of its assets in the Subject Currency Jurisdiction.
"Number of Settlement Days"	means, in respect of a Subject Currency, the number (as specified in the Applicable Pricing Supplement) of days on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the Settlement Day Centre(s) specified as such in the Applicable Pricing Supplement (each, a " Settlement Day " and the last such Settlement Day, the " Final Settlement Day "). Where no such number or zero is so specified, then such rate shall be for settlement on the same day.
"Observation Date"	means the dates specified as such in the Applicable

Pricing Supplement or, if any such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day for the relevant Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in FX Linked Note Condition 1(c) (*Unscheduled Holiday*) above, unless, in the opinion of the Calculation Agent, the resultant day is a Disrupted Day, in which case the provisions of FX Linked Note Condition 1(b) (*Consequences of a Disruption Event*) shall apply.

"Price Materiality"

means that, in the determination of the Calculation Agent, the Primary Rate differs from any Secondary Rate by at least the Price Materiality Percentage or if there are insufficient responses on the relevant Settlement Price Date or Averaging Date to any survey used to calculate any such rate, then the Price Materiality Percentage will be deemed to be met.

"Price Materiality Percentage"

means the percentage specified as such in the Applicable Pricing Supplement or, if no such percentage is specified, 3 per cent.

"Price Source Disruption"

means that it becomes impossible to obtain the rate or rates from which the Settlement Price is calculated.

"Primary Rate"

means, in respect of a Subject Currency, the rate specified as such for such Subject Currency in the Applicable Pricing Supplement.

"Redemption Valuation Date"

means, in respect of an FX Linked Redemption Note, the date specified as such in the Applicable Pricing Supplement.

"Repudiation"

means:

- (a) for purposes of the definition of Benchmark Obligation Default, the issuer of, or a party to, as the case may be, the relevant Benchmark Obligation disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of the Benchmark Obligation in any material respect; and
- (b) for purposes of the definition of Governmental Authority Default, the relevant Governmental Authority disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of any security, indebtedness for borrowed money or guarantee of such Governmental Authority in any material respect.

"Scheduled Trading Day"

means a day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have

been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the Scheduled Trading Day Jurisdiction specified in the Applicable Pricing Supplement provided that where the Subject Currency is Brazilian Real, then notwithstanding the foregoing, if the Settlement Price Date or Averaging Date falls on a date that is not a scheduled day on which commercial banks are open (or, but for the occurrence of a Disruption Event would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in New York City (an "**NYC Business Day**"), then no adjustment to such date shall be made on account of the fact that such date is not an NYC Business Day.

"Secondary Rate"

means, in respect of a Subject Currency, the rate specified as such for such Subject Currency in the Applicable Pricing Supplement.

"Settlement Price"

means:

- (a) in the case of FX Linked Notes relating to a basket of Subject Currencies and in respect of a Subject Currency, the rate of exchange appearing on the FX Price Source at the Valuation Time on (a) if Averaging is not specified in the Applicable Pricing Supplement, the relevant Settlement Price Date or (b) if Averaging is specified in the Applicable Pricing Supplement, an Averaging Date, for the exchange of such Subject Currency per one unit of the Base Currency for settlement on the Final Settlement Day in respect of the Number of Settlement Days, multiplied by the relevant Weighting; and
- (b) in the case of FX Linked Notes relating to a single Subject Currency, the rate of exchange appearing on the FX Price Source at the Valuation Time on (a) if Averaging is not specified in the Applicable Pricing Supplement, the relevant Settlement Price Date or (b) if Averaging is specified in the Applicable Pricing Supplement, an Averaging Date, for the exchange of such Subject Currency per one unit of the Base Currency for settlement on the Final Settlement Day in respect of the Number of Settlement Days.

"Settlement Price Date"

means the Strike Date, Observation Date or Valuation Date, as the case may be.

"Specific Inconvertibility"

means the occurrence of any event that makes it

impossible for a party to a hedging arrangement in respect of the Notes to convert such amount of the Subject Currency deemed necessary by the Calculation Agent to hedge the Issuer's obligations in respect of the Notes into the Base Currency in the Subject Currency Jurisdiction, other than where such impossibility is due solely to the failure by such party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Trade Date and it is impossible for such party, due to an event beyond the control of such party, to comply with such law, rule or regulation).

"Specific Non-Transferability"	means the occurrence of any event that makes it impossible for a party to a hedging arrangement in respect of the Notes to deliver (A) the Base Currency from accounts inside the Subject Currency Jurisdiction to accounts outside the Subject Currency Jurisdiction or (B) the Subject Currency between accounts inside the Subject Currency Jurisdiction or to a party that is a non-resident of the Subject Currency Jurisdiction, other than where such impossibility is due solely to the failure by such party to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Trade Date and it is impossible for such party, due to an event beyond the control of such party, to comply with such law, rule or regulation).
"Strike Date"	means the Strike Date specified in the Applicable Pricing Supplement or, if such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day for the relevant Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in FX Linked Note Condition 1(c) (<i>Unscheduled Holiday</i>) above, unless, in the opinion of the Calculation Agent, the resultant day is a Disrupted Day, in which case the provisions of FX Linked Note Condition 1(b) (<i>Consequences of a Disruption Event</i>) shall apply.
"Strike Day"	means each date specified as such in the Applicable Pricing Supplement.
"Strike Period"	means the period specified as the Strike Period in the Applicable Pricing Supplement.
"Subject Currency"	means the currency(ies) specified as such in the Applicable Pricing Supplement (together, " Subject Currencies ").
"Subject Currency Jurisdiction"	means each country for which the relevant Subject Currency is the lawful currency.

"Unscheduled Holiday"	means a day that is not a Scheduled Trading Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00a.m. local time in the principal financial centre of the Subject Currency two Scheduled Trading Days prior to the relevant scheduled Settlement Price Date or Averaging Date.
"Unwind Costs"	means the cost to the Issuer and/or its affiliates of unwinding any underlying related hedging arrangements in respect of the Notes, as determined by the Calculation Agent in its sole and absolute discretion.
"Valuation Date"	means any Interest Valuation Date and/or Redemption Valuation Date, as the case may be, specified in the Applicable Pricing Supplement or, if such day is not a Scheduled Trading Day, the immediately preceding Scheduled Trading Day for the relevant Subject Currency and, in the event of an Unscheduled Holiday, subject to adjustment as set out in FX Linked Note Condition 1(c) (<i>Unscheduled Holiday</i>) above, unless, in the opinion of the Calculation Agent, the resultant day is a Disrupted Day, in which case the provisions of FX Linked Note Condition 1(b) (<i>Consequences of a Disruption Event</i>) shall apply.
"Valuation Time"	means, unless otherwise specified in the Applicable Pricing Supplement, the time at which the FX Price Source publishes the relevant rate or rates from which the Settlement Price is calculated.
"Weighting"	means, in relation to a Subject Currency, the percentage specified as such in the Applicable Pricing Supplement.

ANNEX 4

ADDITIONAL FALLBACK PROVISIONS

The terms and conditions applicable to Notes for which the relevant Applicable Pricing Supplement specifies that the Additional Fallback Provisions shall apply are set out below and, if applicable, shall apply notwithstanding any other provision of the Terms and Conditions.

1. ADDITIONAL FALLBACKS

1.1 Substitute or Successor Benchmark

If the Calculation Agent determines that an Index Cessation/Benchmark Event has occurred or is existing on any day, the Calculation Agent shall (or, in the case of a Non-Representativeness Event or a Methodology Change Event, may), in its sole and absolute discretion, select a substitute or successor benchmark that the Calculation Agent determines is comparable to the Relevant Benchmark to replace such Relevant Benchmark, and shall replace such Relevant Benchmark by such substitute or successor benchmark, as the case may be, with effect from such date as determined by the Calculation Agent, and such substitute or successor benchmark, as the case may be will be deemed to be such Relevant Benchmark with effect from such date. The Calculation Agent may make such adjustment(s) that it determines to be appropriate, if any, to any one or more of the terms of the Notes including without limitation, any variable or term relevant to the settlement or payment under the Notes, as the Calculation Agent determines appropriate to account for such replacement. If, in respect of a Relevant Benchmark, the Calculation Agent determines that it is unable to identify any substitute or successor benchmark that is comparable to the Relevant Benchmark, the Calculation Agent may determine that the Notes shall be redeemed, in which case the Issuer will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to the Early Redemption Amount in redemption of the Notes.

1.2 Inability to determine the relevant rate following application of all applicable fallbacks

In the event that, following the application of each of the fallbacks set out in the definitions of any Relevant Benchmark, and, if applicable, subject to the application of the Substitute or Successor Benchmark provisions above, the Calculation Agent is unable to determine the Relevant Benchmark, then the Calculation Agent may determine that the Notes shall be redeemed, in which case the Issuer will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to the Early Redemption Amount in redemption of the Notes.

1.3 Non-compliant Fallbacks

Notwithstanding anything else in the Terms and Conditions of the Notes, if, in respect of the Notes, it (a) is or would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, in each case, for the Calculation Agent to determine a Relevant Benchmark or make any other determination in respect of the Notes which it would otherwise be obliged to do so under the Terms and Conditions of the Notes (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), then (where no other applicable provision in the Terms and Conditions of the Notes results in such determination being made) the Calculation Agent may determine that the Notes shall be redeemed, in which event the Issuer will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to the Early Redemption Amount.

2. ADMINISTRATOR/BENCHMARK EVENT

If the Calculation Agent determines that an Administrator/Benchmark Event has occurred or is existing on any day in respect of the Notes and a Relevant Benchmark, the Calculation Agent may determine that the Notes shall be redeemed, in which event the Issuer will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to the Early Redemption Amount.

3. ADDITIONAL DEFINITIONS

"Administrator/Benchmark Event" means, in respect of any Notes and a Relevant Benchmark, the occurrence or existence, as determined by the Calculation Agent, of any of the following events in respect of such Relevant Benchmark:

- (a) a **"Non-Approval Event"**, being any of the following:
- (i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not obtained;
 - (ii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not included in an official register; or
 - (iii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark does not fulfil any legal or regulatory requirement applicable to the Securities or the Relevant Benchmark,

in each case, as required under any applicable law or regulation in order for the Issuer or the Calculation Agent to perform its or their respective obligations in respect of the Notes. For the avoidance of doubt, a Non-Approval Event shall not occur if the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is not included in an official register because its authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended if, at the time of such suspension, the continued provision and use of the Relevant Benchmark is permitted in respect of the Notes under the applicable law or regulation during the period of such suspension;

- (b) a **"Rejection Event"**, being the relevant competent authority or other relevant official body rejects or refuses any application for authorisation, registration, recognition, endorsement, an equivalence decision, approval or inclusion in any official register which, in each case, is required in relation to the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark under any applicable law or regulation for the Issuer or the Calculation Agent to perform its or their respective obligations in respect of the Notes; or
- (c) a **"Suspension/Withdrawal Event"**, being any of the following:
- (i) the relevant competent authority or other relevant official body suspends or withdraws any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark which is required under any applicable law or regulation in order for the Issuer or the Calculation Agent to perform its or their respective obligations in respect of the Notes; or

- (ii) the Relevant Benchmark or the administrator or sponsor of the Relevant Benchmark is removed from any official register where inclusion in such register is required under any applicable law or regulation in order for the Issuer or the Calculation Agent to perform its or their respective obligations in respect of the Notes.

For the avoidance of doubt, a Suspension/Withdrawal Event shall not occur if such authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or where inclusion in any official register is withdrawn if, at the time of such suspension or withdrawal, the continued provision and use of the Relevant Benchmark is permitted in respect of the Notes under the applicable law or regulation during the period of such suspension or withdrawal.

"Index Cessation/Benchmark Event means, in respect of any Notes and a Relevant Benchmark, the occurrence or existence, as determined by the Calculation Agent, of one or more of the following events:

- (a) a public statement or publication of information by or on behalf of the administrator of the Relevant Benchmark announcing that it has ceased or will cease to provide the Relevant Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Relevant Benchmark;
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Benchmark, the central bank for the currency of the Relevant Benchmark, an insolvency official with jurisdiction over the administrator for the Relevant Benchmark, a resolution authority with jurisdiction over the administrator for the Relevant Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Relevant Benchmark, which states that the administrator of the Relevant Benchmark has ceased or will cease to provide the Relevant Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Relevant Benchmark;
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Benchmark announcing that the Relevant Benchmark is no longer representative of the market or economic reality that it is intended to measure and representativeness will not be restored (a **"Non-Representativeness Event"**); or
- (d) a change to the methodology or formula for the Relevant Benchmark or any other means of calculating the Relevant Benchmark which is material in the context of the Notes, as determined by the Calculation Agent (a **"Methodology Change Event"**).

"Relevant Benchmark" means, in respect of any Notes, any benchmark, rate, level, value or other figure utilised in order to determine any amount payable or asset deliverable under the Notes, as specified in the Applicable Pricing Supplement.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes or as may otherwise be described in the Applicable Pricing Supplement.

DESCRIPTION OF THE STANDARD BANK OF SOUTH AFRICA LIMITED

The Issuer has prepared a separate document entitled “*Issuer Disclosure Schedule relating to The Standard Bank of South Africa Limited*” (“***Issuer Disclosure Schedule***”) which, amongst other, sets out the description of the Issuer, its business, legal status, management and corporate governance. This separate document is incorporated by reference and is available on the website of the Issuer at <https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/> (see the section of this Programme Memorandum entitled “*Documents Incorporated by Reference*”).

Prospective investors are to ensure that they have read the Issuer Disclosure Schedule to reach their own views on the Issuer, its business, legal status, management and corporate governance prior to making any investment decision.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

The Issuer has prepared a separate document entitled “*Risk Factor & Other Disclosures Schedule relating to The Standard Bank of South Africa Limited ZAR 60,000,000,000 Structured Note Programme*” (“***Risk Factor & Other Disclosures Schedule***”) which, amongst other, sets out a description of “*Settlement, Clearing and Transfer of Notes*”. This separate document is incorporated by reference and is available on the website of the Issuer at <https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/> (see the section of this Programme Memorandum entitled “*Documents Incorporated by Reference*”).

The information set out in the Risk Factor & Other Disclosures Schedule” is intended as a general guide to the position under the Exchange Control Regulations as at the Programme Date. The contents of the document do not constitute exchange control advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.

SOUTH AFRICAN EXCHANGE CONTROL

The Issuer has prepared a separate document entitled “*Risk Factor & Other Disclosures Schedule relating to The Standard Bank of South Africa Limited ZAR 60,000,000,000 Structured Note Programme*” (“***Risk Factor & Other Disclosures Schedule***“) which, amongst other, sets out a description of “South African Exchange Control”. This separate document is incorporated by reference and is available on the website of the Issuer at <https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/> (see the section of this Programme Memorandum entitled “*Documents Incorporated by Reference*”).

The information set out in the Risk Factor & Other Disclosures Schedule is intended as a general guide to the position under the Exchange Control Regulations as at the Programme Date. The contents of the document do not constitute exchange control advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.

SOUTH AFRICAN TAXATION

The Issuer has prepared a separate document entitled “*Risk Factor & Other Disclosures Schedule relating to The Standard Bank of South Africa Limited ZAR 60,000,000,000 Structured Note Programme*” (“***Risk Factor & Other Disclosures Schedule***“) which, amongst other, sets out a description of “South African Taxation”. This separate document is incorporated by reference and is available on the website of the Issuer at <https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/> (see the section of this Programme Memorandum entitled “*Documents Incorporated by Reference*”).

The information set out in the Risk Factor & Other Disclosures Schedule is intended as a general guide to the relevant tax laws of South Africa as at the Programme Date. The contents of the document do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.

SUBSCRIPTION AND SALE

The Issuer has prepared a separate document entitled “*Risk Factor & Other Disclosures Schedule relating to The Standard Bank of South Africa Limited ZAR 60,000,000,000 Structured Note Programme*” which, amongst other, sets out a description of “Subscription and Sale”. This separate document is incorporated by reference and is available on the website of the Issuer at <https://reporting.standardbank.com/debt-investors/debt-securities/debt-securities/> (see the section of this Programme Memorandum entitled “*Documents Incorporated by Reference*”).

GENERAL INFORMATION

Capitalised words used in this section headed "General Information" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or clearly inappropriate from the context.

AUTHORISATION

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa have been or will be given or obtained for the establishment of the Programme, its update from time to time and the issue of Notes and for the Issuer, Transfer Agent, Calculation Agent and Paying Agent to undertake and perform their respective obligations under the Notes, the Programme Memorandum and Agency Agreement. The Issuer is, as at the Programme Date, in compliance with the provisions of the Companies Act and is acting in conformity with its memorandum of incorporation.

LISTING

The Programme has been registered with the JSE. Notes issued under the Programme may be listed on the JSE or such other or further Financial Exchange(s) as may be determined by the Issuer and the Dealer(s) (if any), subject to all Applicable Laws. Unlisted Notes may also be issued under this Programme. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange(s).

MATERIAL CHANGE

Save as disclosed under "*Risk Factors*" – *The full extent to which the recent coronavirus (COVID-19) pandemic impacts the SB Group's business, results of operations and financial condition will depend on future developments, which are highly uncertain and cannot be predicted*" in the Risk Factor & Other Disclosures Schedule incorporated by reference, there has been no material adverse change in the financial or trading position of the Issuer and its Subsidiaries since the date of its latest audited financial statements or unaudited interim financial results, as may be applicable. The auditors of the Issuer did not participate in any due diligence performed by the Issuer in the making of this statement.

LITIGATION AND RISKS

Save as disclosed in the Risk Factor & Other Disclosures Schedule incorporated by reference, the Issuer is not engaged (whether as defendant or otherwise) in any legal, arbitration, administration or other proceedings, in the 12 months preceding the Programme Date, the results of which might have or have had a material effect on the financial position or the operations of the Issuer, nor is it aware of any such proceedings being threatened or pending.

An investment in Notes by a Noteholder is subject to the risks detailed in the section headed "*Risk Factors*" of the Risk Factor & Other Disclosures Schedule incorporated by reference.

AUDITORS

PricewaterhouseCoopers Incorporated and KPMG Incorporated have acted as the auditors of the financial statements of the Issuer for the financial years ending 31 December 2017, 2018 and 2019 and in respect of these years, have issued unqualified audit reports in respect of the Issuer.

PUBLICATION

This Programme Memorandum, any supplementary documents published since the date of this Programme Memorandum and any pricing supplements issued since the date of this Programme Memorandum are available on the Issuer's website (www.standardbank.co.za) and the website of the JSE (www.jse.co.za).

SANCTIONS

In respect of unlisted Notes, the Issuer shall not be liable for any loss or damage arising out of –

- (a) a Noteholder becoming subject to sanctions imposed by any Sanctioning Body; and
- (b) the seizure, blocking or withholding of any funds in relation to a Noteholder by any Sanctioning Body.

The Issuer shall be entitled to immediately suspend or terminate performance in respect of an unlisted Note or any part thereof in the event that:

- (a) a Noteholder does anything that, directly or indirectly, benefits any third party against which sanctions have been established by a Sanctioning Body; or
- (b) a Noteholder becomes the subject of sanctions established by a Sanctioning Body.

ISSUER, ARRANGER, DEALER AND DEBT SPONSOR

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LEGAL ADVISERS

As to English Law in respect of the Additional Terms and Conditions for Credit Linked Notes, Equity Linked Notes and FX Linked Notes

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