

**OFFERING MEMORANDUM
FOR THE ISSUE OF DEBT INSTRUMENTS**

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)



U.S.\$10,000,000,000
(or equivalent in other currencies)

Debt Instrument Programme

ISSUER

Macquarie Group Limited

DEALERS

Australia and New Zealand Banking Group Limited

BofA Securities

Bank of China Limited

BNP PARIBAS

Citigroup

Commonwealth Bank of Australia

Goldman Sachs International

Crédit Agricole CIB

HSBC

ING

J.P. Morgan

Macquarie Bank Europe Designated Activity Company

Macquarie Bank Limited, London Branch

MUFG Securities Asia Limited

National Australia Bank Limited

SMBC Nikko

Société Générale Corporate & Investment Banking

Wells Fargo Securities

Westpac Banking Corporation

ISSUING & PAYING AGENT

Citibank, N.A., London Branch

CMU LODGING AGENT

Citicorp International Limited

Dated 11 June 2021

Introduction

Pages 1 to 150 and pages 244 to 247 inclusive of this Offering Memorandum comprise a base prospectus (the “**Base Prospectus**”) of Macquarie Group Limited (ABN 94 122 169 279) (“**Issuer**” or “**MGL**”) for the purposes of Article 8 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”) (the “**UK Prospectus Regulation**”) in respect of unsecured and unsubordinated debt instruments to be admitted to the Official List of the Financial Conduct Authority (the “**FCA**”) and to be admitted to trading on the London Stock Exchange’s main market (“**PR Debt Instruments**”). Non-PR Debt Instruments (as defined below) may not and will not be issued under the Base Prospectus.

Pages 151 to 247 inclusive of this Offering Memorandum comprise an offering circular (the “**Offering Circular**”) and has been prepared by MGL in connection with the issuance of unsecured, unsubordinated or subordinated debt instruments other than PR Debt Instruments (“**Non-PR Debt Instruments**”) and, together with the PR Debt Instruments, the “**Debt Instruments**”). The Offering Circular has not been reviewed or approved by the FCA and does not constitute a prospectus for the purposes of the Prospectus Regulation and the UK Prospectus Regulation. The Offering Circular does not form part of the Base Prospectus.

MGL may, from time to time, offer PR Debt Instruments to qualified investors in the European Economic Area (“**EEA**”) and the United Kingdom (“**UK**”) under the Debt Instrument Programme described in this Offering Memorandum (“**Programme**”).

PRIIPs / IMPORTANT – EEA RETAIL INVESTORS - If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Debt Instruments includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive EU 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Debt Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

UK PRIIPs / IMPORTANT – UK RETAIL INVESTORS – If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Debt Instruments includes a legend entitled “Prohibition of Sales to UK Retail Investors”, the Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Debt Instruments or

otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MiFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms (or Pricing Supplement, as the case may be) in respect of any Debt Instruments may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Debt Instruments and which channels for distribution of the Debt Instruments are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Debt Instruments is a manufacturer in respect of such Debt Instruments but otherwise none of the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms (or Pricing Supplement, as the case may be) in respect of any Debt Instruments may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Debt Instruments and which channels for distribution of the Debt Instruments are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a distributor) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Debt Instruments is a manufacturer in respect of such Debt Instruments, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

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

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), unless otherwise specified before an offer of Debt Instruments, that all Debt Instruments issued or to be issued under the Programme are classified as “prescribed capital markets products” (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in the Monetary Authority of Singapore (“**MAS**”) Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

The aggregate nominal amount of Debt Instruments which may be outstanding at any time will not exceed U.S.\$10,000,000,000 (or its equivalent in other currencies at the date of issue) (“**Programme Limit**”, as may be amended from time to time).

Debt Instruments will be issued in one or more tranches (each a “**Tranche**”) within one or more series (each a “**Series**”). Tranches of PR Debt Instruments and Non-PR Debt Instruments within a particular

Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts but will otherwise be issued on identical terms and conditions.

MGL has previously published, and may in the future publish, other prospectuses or offering documents in relation to the issue of other classes of debt obligations under the Programme. This Offering Memorandum supersedes and replaces in its entirety MGL's Offering Memorandum for the Programme dated 12 June 2020 (as supplemented). Any issue of Debt Instruments will be made pursuant to such documentation as MGL may determine.

NO ACQUISITIONS BY OFFSHORE ASSOCIATES OF THE ISSUER

Under current Australian law, interest and other amounts paid on the Debt Instruments by MGL will not be subject to Australian interest withholding tax if the Debt Instruments are issued in accordance with certain prescribed conditions set out in section 128F of the Income Tax Assessment Act 1936 (Cth). One of these conditions is that MGL must not know, or have reasonable grounds to suspect, that a Debt Instrument, or an interest in a Debt Instrument, was being, or would later be, acquired directly or indirectly by an Offshore Associate of MGL, other than in the capacity of a dealer, manager, or underwriter in relation to the placement of the relevant Debt Instrument, or a clearing house, custodian, funds manager or responsible entity of a registered scheme. Accordingly, the Debt Instruments must not be acquired by an Offshore Associate of MGL (other than in these specified capacities). For these purposes, an Offshore Associate means an "associate" (as defined in section 128F(9) of the Income Tax Assessment Act 1936 (Cth)) who is either (i) a non-resident of Australia that does not acquire a Debt Instrument, or an interest in a Debt Instrument, in carrying on a business in Australia at or through a permanent establishment of the associate in Australia, or (ii) a resident of Australia that acquires a Debt Instrument, or an interest in a Debt Instrument, in carrying on a business in a country outside Australia at or through a permanent establishment of the associate in that country. "Associate" is defined broadly and may include, but is not limited to, any entity that is under common control with MGL. Any investor who believes that it may be affiliated with or related to any of the above-mentioned entities or who otherwise believes it may be an Offshore Associate of MGL, should make appropriate enquiries before investing in any Debt Instrument. For more details, please refer to "Taxation – Australian Taxation" on pages 141 to 145.

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BASE PROSPECTUS
FOR THE ISSUE OF PR DEBT INSTRUMENTS

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)



Important Notices

This Base Prospectus has not been, nor will be, lodged with the Australian Securities and Investments Commission (“ASIC”) and is not a ‘prospectus’ or other ‘disclosure document’, nor a ‘product disclosure statement’, for the purposes of the Corporations Act 2001 of Australia (“Corporations Act”).

This Base Prospectus comprises a base prospectus for the purposes of Article 8(1) of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”) (the “**UK Prospectus Regulation**”) and is provided for the purpose of giving information with regard to the issue of any PR Debt Instruments by MGL which have a denomination of at least €100,000 (or its equivalent in another currency) and which are to be admitted to the Official List and admitted to trading on the Market, during the period of 12 months after the date hereof. This Base Prospectus provides information with regard to MGL and its subsidiaries, which, according to the particular nature of MGL and the PR Debt Instruments, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of MGL.

The requirement to publish a prospectus under the Financial Services and Markets Act 2000 (the “FSMA”) only applies to Debt Instruments which are admitted to trading on a UK regulated market as defined in Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA (“**UK MiFIR**”) and/or offered to the public in the UK other than in circumstances where an exemption is available under section 86 of the FSMA.

Neither MGL nor any Dealer has authorised, nor do they authorise, the making of any offer of PR Debt Instruments in circumstances in which an obligation arises for MGL or any Dealer to publish or supplement a prospectus for such offer.

MGL is not an “authorised deposit-taking institution” (“**ADI**”) for the purposes of the Banking Act 1959 of Australia (“**Banking Act**”), and its obligations do not represent deposits, protected accounts or other liabilities of its subsidiary, Macquarie Bank Limited (ABN 46 008 583 542) (“**MBL**” or “**Macquarie Bank**”). MBL does not guarantee or otherwise provide assurance in respect of the obligations of MGL. In this Base Prospectus references to the “**Macquarie Group**” are references to MGL and its controlled entities and references to the “**Macquarie Bank Group**” are references to Macquarie B.H. Pty Ltd (the direct parent of Macquarie Bank) and its controlled entities (including Macquarie Bank).

The PR Debt Instruments may be issued on a continuing basis to Australia and New Zealand Banking Group Limited, Bank of China Limited, BNP Paribas, Citigroup Global Markets Limited, Commonwealth Bank of Australia, Crédit Agricole Corporate and Investment Bank, Goldman Sachs International, HSBC Bank plc, ING Bank N.V., J.P. Morgan Securities plc, Macquarie Bank Europe

Designated Activity Company, Macquarie Bank Limited, London Branch, Merrill Lynch International, MUFG Securities Asia Limited, National Australia Bank Limited, SMBC Nikko Capital Markets Limited, Société Générale, Wells Fargo Securities, LLC and Westpac Banking Corporation (as a dealer under the Programme) and/or any additional dealer appointed under the Programme (and whose appointment has not been terminated) from time to time by the Issuer (each a “**Dealer**” and together, the “**Dealers**”), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the “**relevant Dealer**” shall, in the case of an issue of PR Debt Instruments being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such PR Debt Instruments. References in this Base Prospectus to the “**Arranger**” shall be to Macquarie Group Limited, in its capacity as arranger of the Programme.

The PR Debt Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended (“**Securities Act**”) and will be issued in bearer or registered form. The PR Debt Instruments are being offered outside the United States by the Dealers in accordance with Regulation S under the Securities Act, and may not be offered, sold, resold or delivered within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

PR Debt Instruments in bearer form with a maturity of more than one year are subject to U.S. tax law requirements and, pursuant to the terms of the Programme, may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by the U.S. Internal Revenue Code of 1986, as amended (“**U.S. Internal Revenue Code**”) and U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and U.S. tax regulations.

This Base Prospectus has been approved as a base prospectus by the Financial Conduct Authority (the “**FCA**”), as competent authority under the UK Prospectus Regulation. The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and the quality of the PR Debt Instruments that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the PR Debt Instruments. Application has also been made for PR Debt Instruments issued under the Programme during the 12 month period from the date of this Base Prospectus to be admitted to the Official List of the FCA (“**Official List**”) and to the London Stock Exchange Plc (“**London Stock Exchange**”) for such PR Debt Instruments to be admitted to trading on the London Stock Exchange’s main market (“**Market**”). References in this Base Prospectus to PR Debt Instruments being “listed” (and all related references) shall mean that such PR Debt Instruments have been admitted to trading on the Market and have been admitted to the Official List. The Market is a UK regulated market for the purposes of UK MiFIR.

This Base Prospectus is valid for 12 months from its date in relation to PR Debt Instruments which are to be admitted to trading on a regulated market in the UK. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Credit ratings

There are references in this Base Prospectus to credit ratings. A credit rating is not a recommendation to buy, sell or hold any PR Debt Instruments and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

The credit ratings assigned to MGL and any PR Debt Instruments referred to in this Base Prospectus have been or (in the case of PR Debt Instruments to be issued under the Programme) may be issued by S&P Global Ratings, Inc. (“S&P”), Moody’s Investors Service Pty Limited

(“Moody’s”) and Fitch Australia Pty Ltd (“Fitch”), none of which is established or registered in the European Union or in the UK and none of these entities has applied for registration under Regulation (EC) No. 1060/2009 (as amended by Regulation (EC) No. 513/2011) (the “CRA Regulation”) or under Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the “UK CRA Regulation”). In general, and subject to certain exceptions (including the exception outlined below), EEA regulated investors are restricted under the CRA Regulation from using a credit rating for regulatory purposes in the EEA if such a credit rating is not issued by a credit rating agency established in the UK and registered under the CRA Regulation or endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. The rating by S&P has been endorsed by S&P Global Ratings Europe Limited, the rating by Moody’s has been endorsed by Moody’s Deutschland GmbH and the rating by Fitch has been endorsed by Fitch Ratings Ireland Limited, each in accordance with the CRA Regulation, and have not been withdrawn. S&P Global Ratings Europe Limited, Moody’s Deutschland GmbH, and Fitch Ratings Ireland Limited are established in the EEA and registered under the CRA Regulation. S&P Global Ratings Europe Limited, Moody’s Deutschland GmbH, and Fitch Ratings Ireland Limited are included in the list of credit rating agencies published by the European Securities and Markets Authority (“ESMA”) on its website (at <https://www.esma.europa.eu/supervision/credit-rating-agencies/risk>) in accordance with the CRA Regulation. The rating by S&P has been endorsed by S&P Global Ratings UK Limited, the rating by Moody’s has been endorsed by Moody’s Investors Service Ltd, and the rating by Fitch has been endorsed by Fitch Ratings Limited, in each case in accordance with the UK CRA Regulation and have not been withdrawn. There can be no assurance that such endorsement of the credit ratings of S&P, Moody’s and Fitch will continue.

The credit rating of certain Series of PR Debt Instruments to be issued under the Programme may be specified in the Final Terms.

Available information

The Final Terms for each Tranche of PR Debt Instruments to be listed on the London Stock Exchange will be published via the Regulatory News Service of the London Stock Exchange at <https://www.londonstockexchange.com/news?tab=news-explorer>.

Responsibility

MGL accepts responsibility for the information contained in this Base Prospectus and the Final Terms of each Tranche of PR Debt Instruments issued under the Programme. To the best of MGL’s knowledge, the information contained in this Base Prospectus is in accordance with the facts and this Base Prospectus makes no omission likely to affect its import.

Documents incorporated by reference

This Base Prospectus is to be read in conjunction with the documents which are incorporated herein by reference (see “Documents Incorporated by Reference” on pages 36 to 37 of this Base Prospectus). This Base Prospectus shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus. Other than in relation to the documents which are deemed to be incorporated by reference (see “Documents Incorporated by Reference” on pages 36 to 37 of this Base Prospectus), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the FCA. Investors should review, amongst other things, the documents deemed to be incorporated herein by reference when deciding whether or not to purchase any PR Debt Instruments.

No independent verification or advice

None of the Dealers or the Agents (as defined in the Conditions) has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Dealer (or their affiliates) or Agent as to the accuracy or completeness of any of the information contained in this Base Prospectus or any further information supplied in connection with the Programme.

Neither this Base Prospectus nor any other information provided in connection with the Programme or the PR Debt Instruments is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or a statement of opinion, or a report of either of those things, by MGL or any Dealer or Agent that any recipient of this Base Prospectus purchase any PR Debt Instruments or any rights in respect of any PR Debt Instruments. Each investor contemplating purchasing any PR Debt Instruments or any rights in respect of any PR Debt Instruments under the Programme should make (and shall be deemed to have made) its own independent assessment of the condition and affairs of, and its own appraisal of the creditworthiness of, MGL. No advice is given in respect of the taxation treatment of investors in connection with investment in any PR Debt Instruments and each investor is advised to consult its own professional adviser.

Currency of information

Neither the delivery of this Base Prospectus nor any sale made in connection with this Base Prospectus at any time implies that the information contained herein concerning Macquarie Group is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated.

No review of affairs of MGL or the Macquarie Group

None of the Dealers or the Agents undertakes to review the financial condition or affairs of MGL or the Macquarie Group during the life of the Programme or to advise any investor in the PR Debt Instruments of any information coming to the attention of any Dealer or Agent.

PR Debt Instruments may not be a suitable investment for all investors

Investors should have (either alone or with the help of a financial or other professional adviser) sufficient knowledge and experience in financial and business matters to meaningfully evaluate the merits and risks of investing in a particular issue of PR Debt Instruments and the information contained in or incorporated by reference into this Base Prospectus or any Final Terms.

A range of PR Debt Instruments may be issued under the Programme. A number of these PR Debt Instruments may have features which contain particular risks for potential investors in relation to their own personal circumstances. The risks of a particular PR Debt Instrument will depend on the terms of such PR Debt Instrument. Prospective investors may be required to bear the financial risks of an investment in the PR Debt Instruments for an indefinite period of time or could lose all or a substantial portion of their investment if MGL becomes unable to fulfil its obligations owing under the PR Debt Instruments (for example, in circumstances where MGL becomes insolvent). Such risks generally depend on factors over which MGL has no control and which cannot readily be foreseen.

Legal investment considerations may restrict certain investors

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) PR Debt Instruments are legal investments for it, (2) PR Debt Instruments can be used as collateral for various types of borrowing and (3) other restrictions apply to

its purchase or pledge of any PR Debt Instruments. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of PR Debt Instruments under any applicable risk-based capital or similar rules.

No authorisation

No person has been authorised to give any information or make any representations not contained in this Base Prospectus in connection with MGL, the Macquarie Group, the Programme or the issue or sale of the PR Debt Instruments and, if given or made, such information or representation must not be relied upon as having been authorised by MGL or any Dealer or Agent.

Distribution

The distribution of this Base Prospectus and any Final Terms and the offer, sale, resale or transfer of PR Debt Instruments may be restricted in certain jurisdictions. Neither MGL nor any Dealer or Agent represents that this Base Prospectus may be lawfully distributed, or that any PR Debt Instruments may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, except for registration of this Base Prospectus with the FCA and the London Stock Exchange, no action has been taken by MGL or any Dealer or Agent which would permit a public offering of any PR Debt Instruments or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no PR Debt Instruments may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms.

Persons into whose possession this Base Prospectus or any PR Debt Instruments come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Base Prospectus and the offer, sale, resale or transfer of PR Debt Instruments in Australia, the United States of America (“**United States**”), the EEA, the UK, the Republic of Italy, Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”), Singapore, Japan, Canada, Korea, Taiwan and the People’s Republic of China (which excludes, for the purposes of this Base Prospectus only, Hong Kong, the Macau Special Administrative Region and Taiwan) (“**PRC**”) (see “Subscription and Sale” on pages 131 to 140 inclusive of this Base Prospectus).

No offer

This Base Prospectus and any Final Terms is not intended to, nor does it, constitute an offer or invitation by or on behalf of MGL or any Dealer or Agent to any person to subscribe for, or purchase any PR Debt Instruments nor does it constitute, and it may not be used for the purposes of, an offer or invitation by anyone in any jurisdiction in which such offer or invitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the PR Debt Instruments or the distribution of this Base Prospectus or any Final Terms in any jurisdiction where such action is required.

Australian banking legislation

Macquarie Group is regulated as a non-operating holding company (“**NOHC**”) of an ADI under the Banking Act.

The Australian Prudential Regulation Authority (“**APRA**”) has a general power under section 11CA of the Banking Act to make a variety of directions to an authorised NOHC in a wide range of circumstances, including if APRA has reason to believe that the authorised NOHC is, or is about to

become, unable to meet its liabilities or there has been, or there might be, a material deterioration in the NOHC's financial condition or if the NOHC is conducting its affairs in an improper or financially unsound way.

PR Debt Instruments do not constitute a protected account of, or (unless expressly provided in the relevant Final Terms) a deposit with Macquarie Group's subsidiary, Macquarie Bank. The liabilities which are preferred by law to the claim of a holder in respect of a PR Debt Instrument will be substantial and the Conditions do not limit the amount of such liabilities which may be incurred or assumed by Macquarie Group from time to time.

A **"protected account"** is either (a) an account where an ADI is required to pay the account-holder, on demand or at an agreed time, the net credit balance of the account, or (b) another account or financial product prescribed by regulation. Changes to applicable law may extend the liabilities required to be preferred by law.

Use of defined terms in this Base Prospectus

Certain terms or phrases in this Base Prospectus are defined in double quotation marks and subsequent references to that term are designated with initial capital letters. Terms used in this Base Prospectus but not otherwise defined have the meaning given to them in the terms and conditions applicable to the PR Debt Instruments, as set out in the section entitled "Terms and Conditions" on pages 38 to 89 inclusive of this Base Prospectus, as completed by the relevant Final Terms (**"Conditions"**).

References to currencies

In this Base Prospectus references to:

- **"U.S.\$"** and **"U.S. Dollars"** are to the lawful currency of the United States;
- **"A\$"** and **"Australian Dollars"** are to the lawful currency of Australia;
- **"£"**, **"sterling"** and **"Sterling"** are to the lawful currency of the UK;
- **"Yen"** are to the lawful currency of Japan;
- **"SG\$"** or **"Singapore Dollars"** are to the lawful currency of Singapore;
- **"HKD"** or **"Hong Kong Dollars"** are to the lawful currency of Hong Kong;
- **"€"**, **"EUR"** or **"Euro"** are to the single currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time; and
- **"RMB"**, **"CNY"** or **"Renminbi"** are to the lawful currency of the PRC.

Supplemental Prospectus

If at any time MGL shall be required to prepare a supplement to this Base Prospectus pursuant to section 87G of the FSMA, MGL will prepare and make available an appropriate amendment or supplement to this Base Prospectus or a further prospectus which, in respect of any subsequent issue of PR Debt Instruments to be listed on the Official List and admitted to trading on the Market, shall constitute a supplemental prospectus as required by the FCA and section 87G of the FSMA.

MGL has undertaken, in connection with the listing of the PR Debt Instruments, that if at any time while any PR Debt Instruments are admitted to the Official List and to trading on the Market there is a significant new factor, material mistake or material inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any PR Debt Instruments and whose inclusion in this Base Prospectus or removal is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of MGL and the rights attaching to the PR Debt Instruments, MGL will prepare and make available a supplement to this Base Prospectus or a further prospectus for use in connection with any subsequent issue of PR Debt Instruments to be admitted to the Official List and to trading on the Market.

Forward-Looking Statements about MGL

This Base Prospectus includes statements that are, or may be deemed to be, ‘forward-looking statements’. These forward-looking statements can be identified by the use of forward-looking expressions, including the terms ‘believes’, ‘estimates’, ‘anticipates’, ‘expects’, ‘intends’, ‘may’, ‘will’ or ‘should’ or, in each case, their negative or other variations or similar expressions, or by discussions of strategy, plans, objectives, goals, future events or intentions. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Base Prospectus and include, but are not limited to, those regarding MGL’s financial position, business strategy, plans and objectives of management for future operations. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements are not guarantees of future performance and the actual results, performance or achievements of MGL, its financial condition, liquidity and industry results, may differ materially from those described in, or suggested by the forward-looking statements contained in this Base Prospectus. In addition, even if the results of MGL’s financial condition, liquidity and industry results, are consistent with the forward-looking statements contained in this Base Prospectus, those results and developments may not be indicative of results or developments in subsequent periods. These and other factors are discussed in more detail under the section headed “Risk Factors”. Many of these factors are beyond the control of MGL. Should one or more of these risks or uncertainties materialise, or should underlying assumptions on which the forward-looking statements are based prove incorrect, actual results may vary materially from those described in this Base Prospectus as anticipated, believed, estimated or expected. Except to the extent required by laws and regulations, MGL does not intend, and does not assume any obligation, to update any forward-looking statements set out in this Base Prospectus.

Except to the extent required by laws and regulations, MGL does not intend, and does not assume any obligation, to update the Base Prospectus in light of the impact of any judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

EU Benchmarks Regulation and UK Benchmarks Regulation

Interest and/or other amounts payable under the PR Debt Instruments may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of register of administrators and benchmarks established and maintained by ESMA under Article 36 of the Regulation (EU) No. 2016/1011 (the “**EU Benchmarks Regulation**”) and/or the FCA’s register of administrators under Article 36 of Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA (the “**UK Benchmarks Regulation**”). If any such reference rate does constitute such a benchmark, the Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks under Article 36 of the EU Benchmarks Regulation and/or the FCA’s register of administrators under Article 36 of UK Benchmarks Regulation. Transitional provisions in Article 51 of the EU Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms. The registration status of any administrator under the EU Benchmarks Regulation and/or UK Benchmarks Regulation is a matter of

public record and, save where required by applicable law, MGL does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

Stabilisation

In connection with the issue of any Tranche of PR Debt Instruments, the Dealer or Dealers (if any) appointed as the stabilisation manager(s) (the “**Stabilisation Manager(s)**”) (or any person acting on behalf of any Stabilisation Manager(s)) may over-allot PR Debt Instruments or effect transactions outside Australia and on a market operated outside Australia with a view to supporting the market price of the PR Debt Instruments at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur.

Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of PR Debt Instruments is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of PR Debt Instruments and 60 days after the date of the allotment of the relevant Tranche of PR Debt Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

Dissemination of Credit Ratings

There are references in this Base Prospectus to credit ratings. A credit rating is not a recommendation to buy, sell or hold the PR Debt Instruments and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Base Prospectus and anyone who receives this Base Prospectus must not distribute it to any person who is not entitled to receive it.

1. Risk Factors

This section describes the risks the Issuer believes may be material for the purpose of assessing the risks associated with PR Debt Instruments and the market for PR Debt Instruments generally. They are not an exhaustive description of all the risks associated with an investment in PR Debt Instruments and the Issuer may be unable to fulfil its payment or other obligations under or in connection with the PR Debt Instruments due to a factor which the Issuer did not consider to be a material risk based on information currently available to it or which it may not currently be able to anticipate.

Any investment in the PR Debt Instruments issued under the Programme will involve risks including those described in this section. All principal or material risks that have been identified by the Issuer are included in this section. The risks and uncertainties described below are not the only ones that the Issuer may face. Additional risks and uncertainties that the Issuer is unaware of, or that it currently deems to be immaterial, may also become important risk factors that affect the Issuer.

In each category of factors set out below, the Issuer believes that each factor included in each category of factors is material, with the most material in each category (based on the Issuer's assessment of the probability of its occurrence and the expected magnitude of its negative impact) being described first in each category.

Noting the points set out above by the Issuer with respect to its assessment of the level, order of materiality and potential of occurrence of the risks set out below, prospective investors should carefully consider the following discussion of the risk factors and the other information in this Base Prospectus and consult their own financial and legal advisers about the risks associated with the PR Debt Instruments before deciding whether an investment in the PR Debt Instruments is suitable for them.

As at the date of this Base Prospectus, the Issuer believes that the following risk factors may affect the Issuer's ability to fulfil its obligations or ability to perform its obligations, under or in respect of the PR Debt Instruments and could be material for the purpose of assessing the market risks associated with the PR Debt Instruments.

If any of the listed or unlisted risks actually occur, the Issuer's business operations, financial condition or reputation could be materially adversely affected, with the result that the trading price of the PR Debt Instruments of the Issuer could decline, and an investor could lose all or part of its investment. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

(a) Factors that may affect the Issuer's ability to fulfil its obligations under PR Debt Instruments issued under the Programme

Macro-economic risks

MGL's and the Macquarie Group's business and financial condition have been and may, in the future, be negatively affected by global credit and other market conditions.

The Macquarie Group's businesses operate in or depend on the operation of global markets, including through exposures in securities, loans, derivatives and other activities. In particular, uncertainty and volatility in global credit markets, liquidity constraints, increased funding costs, constrained access to funding and the decline in equity and capital market activity have adversely affected and may again affect transaction flow in a range of industry sectors.

The Macquarie Group's trading income may be adversely affected during times of subdued market conditions and client activity and increased market risk can lead to trading losses or cause the Macquarie

Group to reduce the size of its trading businesses in order to limit its risk exposure. Market conditions, as well as declines in asset values, may cause the Macquarie Group's clients to transfer their assets out of the Macquarie Group's funds or other products or their brokerage accounts and result in reduced net revenues.

The Macquarie Group's funds management fee income, including base and performance fees, may be adversely affected by volatility in equity values and returns from its managed funds. The value and performance of the Macquarie Group's loan portfolio may also be adversely affected by deteriorating economic conditions.

The Macquarie Group's returns from asset sales may also decrease if economic conditions deteriorate. In addition, if financial markets decline, revenues from the Macquarie Group's products are likely to decrease. In addition, increases in volatility increase the level of the Macquarie Group's risk weighted assets and increase the Macquarie Group's capital requirements. Increased capital requirements may require the Macquarie Group to raise additional capital at a time, and on terms, which may be less favourable than the Macquarie Group would otherwise achieve during stable market conditions.

Sudden declines and significant volatility in the prices of assets may substantially curtail or eliminate the trading markets for certain assets, which may make it very difficult to sell, hedge or value such assets. The inability to sell or effectively hedge assets reduces the Macquarie Group's ability to limit losses in such positions and difficulty in valuing assets may negatively affect the Macquarie Group's capital, liquidity or leverage ratios, increase funding costs and generally require the Macquarie Group to maintain additional capital.

The commercial soundness of many financial institutions may be closely interrelated as a result of credit, trading, clearing or other relationships among financial institutions. Concerns about, or a default by, one or more institutions or by a sovereign could lead to market-wide liquidity problems, losses or defaults by other institutions, financial instruments losing their value and liquidity, and interruptions to capital markets that may further affect the Macquarie Group. This is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms, hedge funds and exchanges that MGL interacts with on a daily basis. If any of the Macquarie Group's counterpart financial institutions fail, the Macquarie Group's financial exposures to that institution may lose some or all of their value. Any of these events would have a serious adverse effect on the Macquarie Group's liquidity, profitability and value.

Changes and increased volatility in currency exchange rates may adversely impact MGL's financial results and its financial and regulatory capital positions.

While the Financial Statements (as defined below) are presented in Australian Dollars, a significant portion of the Macquarie Group's operating income is derived, and operating expenses are incurred, from its offshore business activities, which are conducted in a broad range of currencies. Changes in the rate at which the Australian Dollar is translated from other currencies can impact the Macquarie Group's financial statements and the economics of its business.

Although the Macquarie Group seeks to carefully manage its exposure to foreign currencies, in part through matching of assets and liabilities in local currencies and through the use of foreign exchange forward contracts to hedge its exposure, the Macquarie Group is still exposed to exchange risk. Insofar as the Macquarie Group is unable to hedge or has not completely hedged its exposure to currencies other than the Australian Dollar, the Macquarie Group's reported profit and foreign currency translation reserve would be affected.

In addition, because the Macquarie Group's regulatory capital position is assessed in Australian Dollars, its capital ratios may be adversely impacted by a depreciating Australian Dollar, which increases the capital requirement for assets denominated in currencies other than Australian Dollars.

MGL's and the Macquarie Group's businesses are subject to the risk of loss associated with falling prices in the equity and other markets in which they operate.

MGL and the Macquarie Group are exposed to changes in the value of financial instruments and other financial assets that are carried at fair market value, as well as changes to the level of their advisory and other fees, due to changes in interest rates, exchange rates, equity and commodity prices and credit spreads and other market risks. These changes may result from changes in economic conditions, monetary and fiscal policies, market liquidity, availability and cost of capital, international and regional political events, acts of war or terrorism, corporate, political or other scandals that reduce investor confidence in capital markets, natural disasters or pandemics or a combination of these or other factors.

MGL and the Macquarie Group trade in foreign exchange, interest rate, commodity, bullion, energy, securities and other markets and are an active price maker in the derivatives market. Certain financial instruments that MGL and/or the Macquarie Group hold and contracts to which they are a party are complex and these complex structured products often do not have readily available markets to access in times of liquidity stress. MGL and the Macquarie Group may incur losses as a result of decreased market prices for products MGL trades, which decreases the valuation of its trading and investment positions, including its interest rate and credit products, currency, commodity and equity positions. In addition, reductions in equity market prices or increases in interest rates may reduce the value of their clients' portfolios, which in turn may reduce the fees MGL earns for managing assets in certain parts of their business. Increases in interest rates or attractive prices for other investments could cause MGL's and the Macquarie Group's clients to transfer their assets out of its funds or other products.

Interest rate benchmarks around the world (for example, LIBOR) have been subject to regulatory scrutiny and are subject to change. Changes to such benchmarks can result in market disruption and volatility impacting the value of securities, financial returns and potentially impact MGL's and the Macquarie Group's ability to effectively hedge market risk.

Interest rate risk arises from a variety of sources including mismatches between the repricing periods of assets and liabilities. As a result of these mismatches, movements in interest rates can affect earnings or the value of the Macquarie Group, including MGL.

Failure of MGL or the Macquarie Group to maintain their credit ratings and those of their subsidiaries could adversely affect their cost of funds, liquidity, competitive position and access to capital markets.

The credit ratings assigned to MGL or the Macquarie Group and certain of their subsidiaries by rating agencies are based on an evaluation of a number of factors, including the Macquarie Group's ability to maintain a stable and diverse earnings stream, strong capital ratios, strong credit quality and risk management controls, funding stability and security, disciplined liquidity management and its key operating environments, including the availability of systemic support in Australia. In addition, a credit rating downgrade could be driven by the occurrence of one or more of the other risks identified in this section or by other events that are not related to the Macquarie Group.

If these Macquarie Group entities fail to maintain their current credit ratings, this could (i) adversely affect MGL's or the Macquarie Group's cost of funds and related margins, liquidity, competitive position, the willingness of counterparties to transact with the Macquarie Group and its ability to access capital markets or (ii) trigger the MGL's or the Macquarie Group's obligations under certain bilateral provisions in some of their trading and collateralised financing contracts. Under these provisions, counterparties could be permitted to terminate contracts with the Macquarie Group or require it to post additional collateral. Termination of MGL's or a Macquarie Group entity's trading and collateralised financing contracts could cause them to sustain losses and impair their liquidity by requiring them to find other sources of financing or to make significant cash payments or securities movements.

The Macquarie Group is subject to global economic, market and business risks with respect to the COVID-19 pandemic.

The COVID-19 pandemic has caused, and will likely continue to cause, severe impacts on global, regional and national economies and disruption to international trade and business activity. While financial markets have rebounded from the significant declines that occurred earlier in the pandemic and global economic conditions showed signs of improvement during the second half of calendar year 2020, many of the circumstances that arose or became more pronounced after the onset of the COVID-19 pandemic persisted through the year, including (i) muted levels of business activity across many sectors of the economy, relatively weak consumer confidence and high unemployment rates; (ii) elevated levels of market volatility; (iii) yields on government bonds near zero; (iv) heightened credit risk with regard to industries that have been most severely impacted by the pandemic; and (v) higher cyber security, information security and operational risks as a result of work-from-home arrangements. This may in turn reduce the level of activity in sectors in which certain of the Macquarie Group's businesses operate and thus have a negative impact on such businesses' ability to generate revenues or profits.

Governments and central banks around the world have reacted to the economic crisis caused by the pandemic by implementing stimulus and liquidity programs and cutting interest rates, however it is unclear whether these actions or any future actions taken by governments and central banks will be successful in mitigating the economic disruption. Additionally, any such fiscal and monetary actions are subject to withdrawal by the relevant governments or central banks, or may lapse without renewal. If the COVID-19 pandemic is prolonged and/or actions of governments and central banks are unsuccessful in mitigating the economic disruption, the negative impact on global growth and global financial markets could be amplified, and may lead to recessions in national, regional or global economies.

In March 2020, Macquarie Group implemented a range of support measures to provide short term financial assistance to certain customers facing difficulties as a consequence of COVID-19. The removal of these support measures may increase customer defaults and the credit risks faced by the Macquarie Group. This may in turn adversely impact the Macquarie Group's business, results of operations, financial condition and prospects.

The impact of COVID-19 has and may lead to further reduced client activity and demand for Macquarie Group's products and services, higher credit and valuation losses in Macquarie Group loan and investment portfolios, impairments of financial assets and other negative impacts on Macquarie Group's financial position, including possible constraints on capital and liquidity, as well as higher costs of capital, and possible changes or downgrades to MGL's credit ratings. Additionally, despite the business continuity and crisis management policies currently in place, travel restrictions or potential impacts on personnel and operations may disrupt the Macquarie Group's business and increase operational risk losses. The expected duration and magnitude of the COVID-19 pandemic and its potential impacts on the economy and the Macquarie Group's personnel and operations are unclear. If conditions deteriorate or remain uncertain for a prolonged period, the Macquarie Group's funding costs may increase and its ability to replace maturing liabilities may be limited, which could adversely affect the Macquarie Group's ability to fund and grow its business. This may adversely impact the Macquarie Group's results of operations and financial condition. Please refer to the 2021 audited consolidated annual financial statements in the 2021 Annual Report of MGL incorporated by reference into this Base Prospectus, for further information on the financial statement impact of COVID-19, including, but not limited to, Note 13 which discusses its impact on MGL's expected credit losses.

The Macquarie Group's businesses could also suffer losses due to climate change.

The Macquarie Group's businesses could also suffer losses due to climate change. Climate change is systemic in nature and is a significant long-term driver of both financial and non-financial risks. Climate

change related impacts include physical risks from changing climatic conditions and transition risks such as changes to laws and regulations, technology development and disruptions and consumer preferences. A failure to respond to the potential and expected impacts of climate change may affect the Macquarie Group's performance and could have wide-ranging impacts for the Macquarie Group. These include, but are not limited to, impacts on the probability of default and losses arising from defaults, asset valuations and collateral, may result in litigation, regulatory action, negative publicity or other reputational harm or could prompt us to exit certain businesses altogether. Failure to effectively manage these risks could adversely affect the Macquarie Group's business, prospects, reputation, financial performance or financial condition.

Legal and regulatory risks

Many of MGL's and the Macquarie Group's businesses are highly regulated and they could be adversely affected by temporary and permanent changes in law, regulations and regulatory policy.

The Macquarie Group operates various kinds of businesses across multiple jurisdictions or sectors which are regulated by more than one regulator. Additionally, some members of the Macquarie Group own or manage assets and businesses that are regulated. The Macquarie Group's businesses include an "authorised deposit-taking institution" ("ADI") in Australia (regulated by APRA), bank branches in the United Kingdom, the Dubai International Finance Centre, Singapore and Hong Kong and representative offices in the United States, New Zealand, Brazil and Switzerland. The regulations vary from country to country but generally are designed to protect depositors and the banking system as a whole, not holders of MGL's securities or creditors. In addition, as a diversified financial institution, many of the Macquarie Group's businesses are subject to financial services regulation other than prudential banking regulation, as well as laws, regulations and oversight specific to the industries applicable to our businesses and assets.

Regulatory agencies and governments frequently review and revise banking and financial services laws, security and competition laws, fiscal laws and other laws, regulations and policies, including fiscal policies. Changes to laws, regulations or policies, including changes in interpretation or implementation of laws, regulations or policies, could substantially affect MGL and the Macquarie Group or their businesses, the products and services MGL and the Macquarie Group offer or the value of their assets, or have unintended consequences or impacts across MGL's and the Macquarie Group's business. These may include changing required levels of liquidity and capital adequacy, increasing tax burdens generally or on financial institutions or transactions, limiting the types of financial services and products that can be offered and/or increasing the ability of other providers to offer competing financial services and products, as well as changes to prudential regulatory requirements. Global economic conditions and increased scrutiny of the culture in the banking sector have led to increased supervision and regulation, as well as changes in regulation in the markets in which MGL and the Macquarie Group operate and may lead to further significant changes of this kind. Health, safety and environmental laws and regulations can also change rapidly and significantly. The occurrence of any adverse health, safety or environmental event, or any changes, additions to, or more rigorous enforcement of, health, safety and environmental standards could have a significant impact on operations and/or result in material expenditures.

In some countries in which Macquarie Group does business or may in the future do business, in particular in emerging markets, the laws and regulations applicable to the financial services industry are uncertain and evolving, and it may be difficult for the Macquarie Group to determine the requirements of local laws in every market. The Macquarie Group's inability to remain in compliance with local laws in a particular market could have a significant and negative effect not only on its businesses in that market but also on its reputation generally.

In addition, regulation is becoming increasingly extensive and complex and some areas of regulatory change involve multiple jurisdictions seeking to adopt a coordinated approach or certain jurisdictions

seeking to expand the territorial reach of their regulation. The nature and impact of future changes are unpredictable, beyond MGL's and the Macquarie Group's control and may result in potentially conflicting requirements, resulting in additional legal and compliance expenses and changes to their business practices that adversely affect their profitability.

MGL is regulated by APRA as a NOHC. APRA may introduce new prudential regulations or modify existing regulations, including those that apply to MGL as a NOHC. Any such event could result in changes to the organisational structure of the Macquarie Bank Group and/or the Macquarie Group and adversely affect the Macquarie Group.

MGL is a holding company and many of its subsidiaries, including its broker-dealer and bank subsidiaries, such as MBL, are subject to laws that authorise regulatory bodies to block or reduce the flow of funds from those subsidiaries to MGL. Restrictions or regulatory action of that kind could impede access to funds that MGL needs to make payments on its obligations, including debt obligations, or dividend payments. In particular, the availability of MBL's funding to meet the obligations of MGL or the Non-Bank Group is subject to regulatory restrictions. See "Regulatory oversight and recent developments" for more information on the regulatory developments affecting MGL.

MGL and the Macquarie Group are subject to the risk of loss as a result of not complying with laws governing financial crime.

The Macquarie Group is subject in its operations worldwide to laws and regulations relating to corrupt and illegal payments, counter-terrorism financing, anti-bribery and corruption- and adherence to anti-money laundering obligations, as well as laws, sanctions and economic trade restrictions relating to doing business with certain individuals, groups and countries ("AML/CTF Laws"). The geographical diversity of its operations, employees, clients and customers, as well as the vendors and other third parties that the Macquarie Group deals with, increases the risk that the Macquarie Group may be found in violation of AML/CTF Laws. Emerging technologies, such as cryptocurrencies, could also limit the Macquarie Group's ability to track the movement of funds thereby heightening the risk of the Macquarie Group breaching AML/CTF Laws. The Macquarie Group's ability to comply with AML/CTF Laws is dependent on its detection and reporting capabilities, control processes and oversight accountability.

Any violation of AML/CTF Laws could subject the Macquarie Group to significant penalties, revocation, suspension, restriction or variation of conditions of operating licenses, adverse reputational consequences, litigation by third parties (including potentially class actions) or limitations on the Macquarie Group's ability to do business.

MGL and the Macquarie Group may be adversely affected by increased governmental and regulatory scrutiny or negative publicity.

Governmental scrutiny from regulators, legislative bodies and law enforcement agencies with respect to matters relating to the financial services sector generally, and MGL's business operations, capital, liquidity and risk management, compensation and other matters, has increased dramatically over the past several years. The financial crisis and the subsequent political and public sentiment regarding financial institutions have resulted in a significant amount of adverse press coverage, as well as adverse statements or charges by regulators or other government officials, and in some cases, to increased regulatory scrutiny, investigations and litigation. Responding to and addressing such matters, regardless of the ultimate outcome, is time-consuming, expensive, can adversely affect investor confidence and can divert the time and effort of the Macquarie Group's staff (including senior management) from their business. Investigations, inquiries, penalties and fines sought by regulatory authorities have increased substantially over the last several years, and regulators have become aggressive in commencing enforcement actions or with advancing or supporting legislation targeted at the financial services industry. If the Macquarie Group is subject to adverse regulatory findings, the financial penalties could have a material adverse effect on its results of operations. Adverse publicity,

governmental scrutiny and legal and enforcement proceedings can also have a negative impact on the Macquarie Group's reputation with clients and on the morale and performance of its employees.

Litigation and regulatory actions may adversely impact MGL and the Macquarie Group's results of operations.

MGL and the Macquarie Group may, from time to time, be subject to material litigation and regulatory actions, for example, as a result of inappropriate documentation of contractual relationships, class actions or regulatory violations, which, if they crystallise, may adversely impact upon their results of operations and financial condition in future periods or their reputation. MGL and the Macquarie Group entities regularly obtain legal advice and make provisions, as deemed necessary. There is a risk that any losses may be larger than anticipated or provided for or that additional litigation, regulatory actions or other contingent liabilities may arise. Furthermore, even where monetary damages may be relatively small, an adverse finding in a regulatory or litigation matter could harm MGL's and the Macquarie Group's reputation or brand, thereby adversely affecting their business.

The Macquarie Group may not manage risks associated with the replacement of benchmark indices effectively.

The expected discontinuation of LIBOR or any other interest rate benchmarks (collectively, the "IBORs") and the adoption of "risk-free" rates ("RFR") by the market introduce a number of risks for the Macquarie Group's clients, and the financial services industry more widely. These include, but are not limited to:

- *Conduct risks* – where, by undertaking actions to transition away from using the IBORs, the Macquarie Group faces conduct risks which may lead to customer complaints, regulatory sanctions or reputational impact if the Macquarie Group is (i) considered to be undertaking market activities that are manipulative or create a false or misleading impression; (ii) misusing sensitive information or not identifying or appropriately managing or mitigating conflicts of interest; (iii) not taking an appropriate or consistent response to remediation activity or customer complaints; or (iv) providing regulators with inaccurate regulatory reporting.
- *Legal and execution risks* – relating to documentation changes required for new RFR products and for the transition of legacy contracts to RFRs, which transition will, in turn, depend, to a certain extent, on the availability of RFR products and on the participation of customers and third-party market participants in the transition process; legal proceedings or other actions regarding the interpretation and enforceability of provisions in IBOR-based contracts; and regulatory investigations or reviews in respect of the Macquarie Group's preparation and readiness for the replacement of IBOR with alternative reference rates.
- *Financial risks and pricing risks* – arising from:
 - any changes in the pricing mechanisms of financial instruments linked to RFRs which could impact the valuations of these instruments; and
 - the implementation of the International Swaps and Derivatives Association's protocol for the transition of derivatives contracts, and similar guidance for cash products which could cause earnings volatility depending on the nature of contract modifications and changes in hedge accounting.
- *Operational risks* – due to the potential need for the Macquarie Group, its customers and the market to adapt IT systems, operational processes and controls to accommodate one or more RFRs for a large volume of trades.

Any of these factors may have a material adverse effect on the Macquarie Group's business, results of operations, financial condition and prospects.

Counterparty credit risk

Failure of third parties to honour their commitments in connection with MGL's and the Macquarie Group's trading, lending and other activities, including funds that they manage, may adversely impact their business.

MGL and the Macquarie Group are exposed to the potential for credit-related losses as a result of an individual, counterparty or issuer being unable or unwilling to honour its contractual obligations. MGL and the Macquarie Group are also exposed to potential concentration risk arising from large individual exposures or groups of exposures. Like any financial services organisation, MGL and the Macquarie Group assume counterparty risk in connection with their lending, trading, derivatives and other businesses where they rely on the ability of third parties to satisfy their financial obligations to them on a timely basis. MGL's and the Macquarie Group's recovery of the value of the resulting credit exposure may be adversely affected by a number of factors, including declines in the financial condition of the counterparty, the value of property they hold as collateral and the market value of the counterparty instruments and obligations they hold. See Note 36 to the 2021 audited consolidated annual financial statements of MGL which is incorporated by reference into this Base Prospectus for details on the concentration of credit risk by significant geographical locations and counterparty types. Credit losses can and have resulted in financial services organisations realising significant losses and in some cases failing altogether. MGL and the Macquarie Group are also subject to the risk that their rights against third parties may not be enforceable in all circumstances. MGL's and the Macquarie Group's inability to enforce their rights may result in losses.

Credit constraints of purchasers of MGL's and/or the Macquarie Group's investment assets and on their clients may impact their income.

Historically, MGL and the Macquarie Group have generated a portion of their income from the sale of assets to third parties, including their funds. If buyers are unable to obtain financing to purchase assets that MGL and the Macquarie Group currently hold or purchase with the intention to sell in the future, MGL and the Macquarie Group may be required to hold investment assets for longer than they intended or sell these assets at lower prices than they historically would have expected to achieve, which may lower their rate of return on these investments and require funding for periods longer than they have anticipated.

In addition, MGL and the Macquarie Group have historically derived a portion of their income from mergers and acquisitions advisory fees which are typically paid upon completion of a transaction. Clients that engage in mergers and acquisitions often rely on access to credit markets to finance their transactions. The lack of available credit and the increased cost of credit may adversely affect the size, volume and timing of MGL's and the Macquarie Group's clients' merger and acquisition transactions – particularly large transactions – and may also adversely affect their financial advisory and underwriting businesses.

MGL and the Macquarie Group may experience impairments in their loans, investments and other assets.

The Macquarie Group recorded A\$524 million of credit and other impairment charges for the 2021 fiscal year, including A\$434 million for net credit impairment charges, and A\$90 million for other impairment (charges) on interests in associates and joint ventures, intangible assets and other non-financial assets. Further credit and other impairments may be required in future periods if the market value of assets similar to those held were to decline. Credit and other impairment charges may also vary following a change to the inputs or forward looking information used in the determination of expected

credit losses. Please refer to Note 13 of the 2021 audited consolidated annual financial statements of MGL incorporated by reference into this Base Prospectus for further information on the determination of expected credit losses.

Sudden declines and significant volatility in the prices of assets may substantially curtail or eliminate the trading markets for certain assets, which may make it very difficult to sell, hedge or value such assets. The inability to sell or effectively hedge assets reduces MGL's and the Macquarie Group's ability to limit losses in such positions and the difficulty in valuing assets may negatively affect their capital, liquidity or leverage ratios, increase their funding costs and generally require them to maintain additional capital.

In addition, market volatility impacts the value of the Macquarie Group's funds. Future valuations, in light of factors then prevailing, may result in further impairments to the Macquarie Group's investments in its funds. At the time of any sale of the Macquarie Group's investments in its funds, the price it ultimately realises will depend on the demand in the market at the time and may be materially lower than their current market value. Any of these factors could require the Macquarie Group to make further write-downs on their investments in their funds management assets and other investments and assets, which may be significant and may have an adverse effect on their businesses, prospects, results of operations and financial condition in future periods.

Operational risks

MGL's and the Macquarie Group's ability to retain and attract qualified employees is critical to the success of their business and the failure to do so may materially adversely affect their performance.

The Macquarie Group's employees are their most important resource, and their performance largely depends on the talents and efforts of highly skilled individuals. MGL's and the Macquarie Group's continued ability to compete effectively in their businesses and to expand into new business areas and geographic regions depends on their ability to retain and motivate their existing employees and attract new employees. Competition from within the financial services industry and from businesses outside the financial services industry, such as professional service firms, hedge funds, private equity funds and venture capital funds, for qualified employees has historically been intense and is expected to increase during periods of economic growth.

In order to attract and retain qualified employees, MGL and the Macquarie Group must compensate such employees at or above market levels. Typically, those levels have caused employee remuneration to be the Macquarie Group's greatest expense as its performance-based remuneration has historically been cash and equity based and highly variable. Recent market events have resulted in increased regulatory and public scrutiny of corporate remuneration policies and the establishment of criteria against which industry remuneration policies may be assessed. As a regulated entity, MGL may be subject to limitations on remuneration practices (which may or may not affect its competitors). These limitations may require MGL and the Macquarie Group to further alter their remuneration practices in ways that could adversely affect their ability to attract and retain qualified and talented employees.

Current and future laws (including laws relating to immigration and outsourcing) may restrict MGL's and the Macquarie Group's ability to move responsibilities or personnel from one jurisdiction to another. This may impact MGL's and the Macquarie Group's ability to take advantage of business and growth opportunities or potential efficiencies.

MGL and the Macquarie Group may incur financial loss, adverse regulatory consequences or reputational damage due to inadequate or failed internal or external operational systems and risk management processes.

MGL and the Macquarie Group's businesses depend on their ability to process and monitor, on a daily basis, a very large number of transactions, many of which are highly complex, across numerous and diverse markets in many currencies. While MGL and the Macquarie Group employ a range of risk monitoring and risk mitigation techniques, those techniques and the judgments that accompany their application cannot anticipate every economic and financial outcome or the specifics and timing of such outcomes. As such, MGL and the Macquarie Group may, in the course of their activities, incur losses. There can be no assurance that the risk management processes and strategies that MGL and the Macquarie Group have developed will adequately anticipate or be effective in addressing market stress or unforeseen circumstances. For a further discussion of MGL's and the Macquarie Group's risk management policies and procedures, see Note 36 to the 2021 audited consolidated annual financial statements and in the "Risk Management Report" in the 2021 Annual Report of MGL incorporated by reference into this Base Prospectus.

As MGL's and the Macquarie Group's client base, business activities and geographical reach expands, developing and maintaining their operational systems and infrastructure becomes increasingly challenging. MGL and the Macquarie Group must continuously update these systems to support their operations and growth, which may entail significant costs and risks of successful integration. MGL's and the Macquarie Group's financial, accounting, data processing or other operating systems and facilities may fail to operate properly or become disabled as a result of events that are wholly or partially beyond their control, such as a spike in transaction volume or disruption in internet services provided by third parties.

MGL and the Macquarie Group are exposed to the risk of loss resulting from human error, the failure of internal or external processes and systems, such as from the disruption or failure of their IT systems, or from external suppliers and service providers, including cloud-based outsourced technology platforms, or external events. Such operational risks may include theft and fraud, failure to effectively implement employment practices and inadequate workplace safety, improper business practices, mishandling of client moneys or assets, client suitability and servicing risks, product complexity and pricing, and valuation risk or improper recording, evaluating or accounting for transactions or breaches of their internal policies and regulations. There is increasing regulatory and public scrutiny concerning outsourced and offshore activities and their associated risks, including, for example, the appropriate management and control of confidential data. If MGL and the Macquarie Group fail to manage these risks appropriately, they may incur financial losses and/or regulatory intervention and penalties, and their reputation and ability to retain and attract clients may be adversely affected.

There have been a number of highly publicised cases around the world involving actual or alleged fraud or other misconduct by employees in the financial services industry in recent years, and MGL and the Macquarie Group run the risk that employee, contractor and external service provider misconduct could occur. Human errors, malfeasance and other misconduct, including the intentional misuse of client information in connection with insider trading or for other purposes, even if promptly discovered and remediated, can result in reputational damage and material losses and liabilities for MGL and the Macquarie Group. It is not always possible to deter or prevent employee misconduct and the precautions MGL and the Macquarie Group take to prevent and detect this activity may not be effective in all cases, which could result in financial losses, regulatory intervention and reputational damage.

MGL and the Macquarie Group also face the risk of operational failure, termination or capacity constraints of any of the counterparties, clearing agents, exchanges, clearing houses or other financial intermediaries MGL and the Macquarie Group use to facilitate their securities or derivatives transactions, and as MGL and the Macquarie Group's interconnectivity with their clients and counterparties grows, the risk to MGL and the Macquarie Group of failures in their clients' and

counterparties' systems also grows. Any such failure, termination or constraint could adversely affect MGL's and the Macquarie Group's ability to effect or settle transactions, service their clients, manage their exposure to risk, meet their obligations to counterparties or expand their businesses or result in financial loss or liability to their clients and counterparties, impairment of their liquidity, disruption of their businesses, regulatory intervention or reputational damage.

A cyber attack, information or security breach, or a technology failure of MGL or the Macquarie Group or of a third party could adversely affect their ability to conduct their business, manage their exposure to risk or expand their businesses, result in the disclosure or misuse of confidential or proprietary information and increase their costs to maintain and update their operational and security controls and infrastructure.

The Macquarie Group's businesses depend on the security and efficacy of its data management systems and technology, as well as those of third parties with whom it interacts or on whom it relies. Macquarie Group's businesses rely on the secure processing, transmission, storage and retrieval of confidential, proprietary and other information in their data management systems and technology, and in those managed, processed and stored by third parties on behalf of the Macquarie Group. Inadequate data management and data quality could lead to poor decision making in the provision of credit as well as affecting the Macquarie Group's data management regulatory obligations, all of which may cause it to incur losses or lead to regulatory actions.

To access its network, products and services, its customers and other third parties may use personal mobile devices or computing devices that are outside of its network environment and are subject to their own cyber security risks. While the Macquarie Group seeks to operate in a control environment that limits the likelihood of a cyber and information security incident, and to ensure that the impact of a cyber and information security incident can be minimised by information security capability and incident response, there can be no assurances that the Macquarie Group's security controls will provide absolute security.

Cyber and Information security risks for financial institutions have increased in recent years, in part because of the proliferation of new technologies, the use of internet and telecommunications technology and the increased sophistication and activities of attackers (including hackers, organised criminals, terrorist organisations, hostile foreign governments, disgruntled employees or vendors, activists and other external parties, including those involved in corporate espionage). Targeted social engineering attacks are becoming more sophisticated and are extremely difficult to prevent. The techniques used by hackers change frequently, may not be recognised until launched and may not be recognised until well after a breach has occurred. Additionally, the existence of cyber attacks or security breaches at third parties with access to Macquarie Group's data, such as vendors, may not be disclosed to it in a timely manner.

Despite efforts to protect the integrity of the Macquarie Group's systems and implement controls, processes, policies and other protective measures, it may not be able to anticipate all security breaches or implement preventive measures against such security breaches.

As a result of increasing consolidation, interdependence and complexity of financial entities and technology systems, a technology failure, cyber attack or other information or security breach that significantly degrades, deletes or compromises the systems or data of one or more financial entities could have a material impact on counterparties or other market participants, including the Macquarie Group. This consolidation interconnectivity and complexity increases the risk of operational failure, on both individual and industry-wide bases, as disparate systems need to be integrated, often on an accelerated basis. Any third-party technology failure, cyber attack or other information or security

breach, termination or constraint could, among other things, adversely affect the Macquarie Group's ability to effect transactions, service its clients, manage its exposure to risk or expand its businesses.

It is possible that the Macquarie Group may not be able to anticipate or to implement effective measures to prevent or minimise damage that may be caused by all information security threats, because the techniques used can be highly sophisticated and can evolve rapidly, and perpetrators can be well resourced. Cyber attacks or other information or security breaches, whether directed at the Macquarie Group or third parties, may result in a material loss or have adverse consequences for the Macquarie Group including operational disruption, financial losses, reputational damage, theft of intellectual property and customer data, violations of applicable privacy laws and other laws, litigation exposure, regulatory fines, penalties or intervention, loss of confidence in its security measures and additional compliance costs, all of which could have a material adverse impact on the Macquarie Group.

The Macquarie Group's businesses could suffer losses due to environmental and social factors.

The Macquarie Group is subject to the risk of unforeseen, hostile or catastrophic events, many of which are outside of its control, including natural disasters, extreme weather events (such as persistent winter storms or protracted droughts), leaks, spills, explosions, release of toxic substances, fires, accidents on land or at sea, terrorist attacks or other hostile or catastrophic events. Any significant environmental change or external event (including increased frequency and severity of storms, floods and other catastrophic events such as earthquake, pandemic (such as COVID-19), other widespread health emergencies, civil unrest or terrorism events) has the potential to disrupt business activities, impact the Macquarie Group's operations or reputation, increase credit risk and other credit exposures, damage property and otherwise affect the value of assets held in the affected locations and the Macquarie Group's ability to recover amounts owing to it.

The occurrence of any such events may prevent the Macquarie Group from performing under its agreements with clients, may impair its operations or financial results, and may result in litigation, regulatory action, negative publicity or other reputational harm. The Macquarie Group may also not be able to obtain insurance to cover some of these risks and the insurance that it has may be inadequate to cover its losses.

Any such long-term, adverse environmental or social consequences could prompt the Macquarie Group to exit certain businesses altogether. In addition, such an event or environmental change (as the case may be) could have an adverse impact on economic activity, consumer and investor confidence, or the levels of volatility in financial markets.

The Macquarie Group also faces increasing public scrutiny, laws and regulations related to environmental and social factors. The Macquarie Group risks damage to its brand and reputation if it fails to act responsibly in a number of areas, such as diversity and inclusion, environmental stewardship, support for local communities, corporate governance and transparency and considering environmental and social factors in its investment processes. Failure to effectively manage these risks may result in breaches of the Macquarie Group's statutory obligations, and could adversely affect the Macquarie Group's business, prospects, reputation, financial performance or financial condition.

Failure of the Macquarie Group's insurance carriers or its failure to maintain adequate insurance cover could adversely impact its results of operations.

The Macquarie Group maintains insurance that it considers to be prudent for the scope and scale of its activities. If the Macquarie Group's insurance carriers fail to perform their obligations to the Macquarie Group and/or its third-party cover is insufficient for a particular matter or group of related matters, its net loss exposure could adversely impact its results of operations.

The Macquarie Group is subject to risks in using custodians.

Certain products the Macquarie Group manages depend on the services of custodians to carry out certain securities transactions. In the event of the insolvency of a custodian, the Macquarie Group might not be able to recover equivalent assets in full as they will rank among the custodian's unsecured creditors. In addition, the cash held with a custodian in connection with these products will not be segregated from the custodian's own cash, and the creditors of these products will therefore rank as unsecured creditors in relation to the cash they have deposited.

Strategic risks***MGL's and the Macquarie Group's business may be adversely affected by their failure to adequately manage the risks associated with strategic opportunities and new businesses, including acquisitions, and the exiting or restructuring of existing businesses***

MGL and other entities in the Macquarie Group are continually evaluating strategic opportunities and undertaking acquisitions of businesses, some of which may be material to their operations. MGL's and/or the Macquarie Group's completed and prospective acquisitions and growth initiatives may cause them to become subject to unknown liabilities of the acquired or new business and additional or different regulations.

Future growth, including through acquisitions, mergers and other corporate transactions, may place significant demands on the Macquarie Group's legal, accounting, IT, risk management and operational infrastructure and result in increased expenses. A number of the Macquarie Group's recent and planned business initiatives and further expansions of existing businesses are likely to bring it into contact with new clients, new asset classes and other new products or new markets. These business activities expose the Macquarie Group to new and enhanced risks, including reputational concerns arising from dealing with a range of new counterparties and investors, actual or perceived conflicts of interest, regulatory scrutiny of these activities, potential political pressure, increased credit related and operational risks, including risks arising from IT systems and reputational concerns with the manner in which these businesses are being operated or conducted. Any time MGL and such other Macquarie Group entities make an acquisition, they may over-value the acquisition, they may not achieve expected synergies, they may achieve lower than expected cost savings or otherwise incur losses, they may lose customers and market share, they may face disruptions to their operations resulting from integrating the systems, processes and personnel (including in respect of risk management) of the acquired business into the Macquarie Group or their management's time may be diverted to facilitate the integration of the acquired business into MGL or the relevant Macquarie Group entity. MGL and other entities in the Macquarie Group may also underestimate the costs associated with outsourcing, exiting or restructuring existing businesses. Where MGL's and/or the Macquarie Group's acquisitions are in foreign jurisdictions, or are in emerging or growth economies in particular, they may be exposed to heightened levels of regulatory scrutiny and political, social or economic disruption and sovereign risk in emerging and growth markets.

MGL and the Macquarie Group's businesses depend on the Macquarie Group's brand and reputation.

The Macquarie Group believes its reputation in the financial services markets and the recognition of the Macquarie brand by its customers are important contributors to its business. Many companies in the Macquarie Group and many of the funds managed by entities owned, in whole or in part, by MGL use the Macquarie name.

The Macquarie Group's business may be adversely affected by negative publicity or poor financial performance in relation to any of the entities using the Macquarie name, including any Macquarie-managed fund or funds that Macquarie has promoted or is associated with. Investors and lenders may

associate such entities and funds with the name, brand and reputation of the Macquarie Group and other Macquarie-managed funds. If funds that use the Macquarie name or are otherwise associated with Macquarie-managed infrastructure assets, such as roads, airports, utilities and water distribution facilities that people view as community assets, are perceived to be managed inappropriately, those managing entities could be subject to criticism and negative publicity, harming MGL's and the Macquarie Group's reputation and the reputation of other entities that use the Macquarie name.

Competitive pressure, both in the financial services industry, as well as in the other industries in which MGL and the Macquarie Group operate, could adversely impact its business.

MGL and the Macquarie Group face significant competition from local and international competitors, which compete vigorously in the markets and sectors across which MGL operates. MGL and the Macquarie Group compete, both in Australia and internationally, with asset managers, retail and commercial banks, private banking firms, investment banking firms, brokerage firms, internet based firms, commodity trading firms and other investment and service firms as well as businesses in adjacent industries in connection with the various funds and assets they manage and services they provide. This includes specialist competitors that may not be subject to the same capital and regulatory requirements and therefore may be able to operate more efficiently. In addition, digital technologies and business models are changing consumer behaviour and the competitive environment. The use of digital channels by customers to conduct their banking continues to rise and emerging competitors are increasingly utilising new technologies and seeking to disrupt existing business models, including in relation to digital payment services and open data banking, that challenge, and could potentially disrupt, traditional financial services. MGL and the Macquarie Group face competition from established providers of financial services as well as from businesses developed by non-financial services companies. MGL and the Macquarie Group believe that they will continue to experience pricing pressures in the future as some of their competitors seek to obtain or increase market share.

Any consolidation in the global financial services industry may create stronger competitors with broader ranges of product and service offerings, increased access to capital, and greater efficiency and pricing power which may enhance the competitive position of the Macquarie Group's competitors. The effect of competitive market conditions, especially in the Macquarie Group's main markets, products and services, may lead to an erosion in its market share or margins.

Conflicts of interest could limit the Macquarie Group's current and future business opportunities.

As the Macquarie Group expands its businesses and its client base, it increasingly has to address potential or perceived conflicts of interest, including situations where its services to a particular client conflict with, or are perceived to conflict with, its own proprietary investments or other interests or with the interests of another client, as well as situations where one or more of its businesses have access to material non-public information that may not be shared with other businesses within the Macquarie Group. While Macquarie Group believes it has adequate procedures and controls in place to address conflicts of interest, including those designed to prevent the improper sharing of information among its businesses, appropriately dealing with conflicts of interest is complex and difficult, and its reputation could be damaged and the willingness of clients or counterparties to enter into transactions may be adversely affected if the Macquarie Group fails, or appears to fail, to deal appropriately with conflicts of interest. In addition, potential or perceived conflicts could give rise to claims by and liabilities to clients, litigation or enforcement actions.

MGL's and the Macquarie Group's dependence on the revenue they generate from managing funds and transacting with the assets they manage exposes them to risks.

As at 31 March 2021, the Macquarie Group had A\$563.5 billion in Assets under Management, and for the 2021 fiscal year, the Macquarie Group derived A\$2,011 million of base fee income from the assets that it managed. The Macquarie Group's financial condition and results of operations are directly and

indirectly affected by the results of the funds or the assets it manages. The Macquarie Group's revenue from Assets under Management is derived principally from three sources: (i) management fees, based on the size of its funds; (ii) incentive income, based on the performance of its funds; and (iii) investment income based on its investments in the funds, which are referred to as their "principal investments". If any of the Macquarie Group's funds perform poorly due to market conditions or the Macquarie Group's underperformance, the Macquarie Group's revenue and results of operations may decline. If the return of a fund is negative in any period, this may also have a long-term effect on incentive income. This is because a deficit against a performance benchmark will usually be carried forward until the deficit has been eliminated. In addition, in some cases investors may withdraw their investments in these funds or may decline to invest in future funds the Macquarie Group establishes.

Tax

MGL's and the Macquarie Group's business operations expose them to potential tax liabilities that could have an adverse impact on their results of operation and reputation.

MGL and Macquarie Group are exposed to risks arising from the manner in which the Australian and international tax regimes may be applied and enforced, both in terms of their own tax compliance and the tax aspects of transactions on which they work with clients and other third parties. MGL's and the Macquarie Group's international, multi-jurisdictional platform increases their tax risks. Any actual or alleged failure to comply with or any change in the interpretation, application or enforcement of applicable tax laws and regulations could adversely affect its reputation and affected business areas, significantly increase its own tax liability and expose it to legal, regulatory and other actions.

Accounting standards

Changes in accounting standard, policies, interpretations, estimates, assumptions and judgments that could have a material impact on the financial results of MGL and the Macquarie Group.

MGL's and the Macquarie Group's accounting policies are fundamental to how they record and report their financial position and results of operations. These policies require the use of estimates, assumptions and judgements that affect the reported value of MGL's and the Macquarie Group's assets or liabilities and results of operations. Management is required to determine estimates and apply subjective and complex assumptions and judgements about matters that are inherently uncertain. Changes in those estimates, assumptions and judgements are accounted for prospectively as a change in accounting estimate unless it is determined that either (i) the determination thereof was in error or (ii) the accounting policy which sets out the application of those estimates, assumptions and judgements has changed, in which case the previous reported financial information is represented.

Accounting standard setting bodies issue new accounting standards and interpretations in response to outreach activities, evolving interpretations, application of accounting principles as well as changes in market developments. In addition, changes in interpretations by accounting standard setting bodies; regulators; and MGL's and the Macquarie Group's independent external auditor may also arise from time to time. These changes may be difficult to predict in terms of the nature of such changes and the timing thereof. The application of new requirements and interpretations may impact how MGL and the Macquarie Group prepares and reports their financial statements. In some cases, MGL and the Macquarie Group may be required to apply a new or revised standard or change in interpretation retrospectively resulting in a requirement to represent their previously reported financial information.

(b) Risks relating to PR Debt Instruments and the market generally***Australian insolvency laws***

In the event that MGL is, is likely to become or becomes insolvent, insolvency proceedings are likely to be governed by Australian law or the law of another jurisdiction determined in accordance with Australian law. Australian insolvency laws are, and the laws of that other jurisdiction can be expected to be, different from the insolvency laws of other jurisdictions. In particular, the voluntary administration procedure under the Corporations Act, which provides for the potential re-organisation of an insolvent company, differs significantly from similar provisions under the insolvency laws of other jurisdictions. If MGL becomes insolvent, the treatment and ranking of holders of PR Debt Instruments (“**PR Debt Instrument Holders**”) and MGL’s shareholders under Australian law, and the laws of any other jurisdiction determined in accordance with Australian law, may be different from the treatment and ranking of PR Debt Instrument Holders and MGL’s shareholders if MGL were subject to the bankruptcy laws or the insolvency laws of other jurisdictions.

In September 2017, reforms to Australian insolvency laws were passed. Among other things, the legislation provides for a stay on enforcement of certain rights arising under a contract (such as a right entitling a creditor to terminate the contract or to accelerate payments or providing for automatic acceleration) for a certain period of time (and potentially, indefinitely), if the reason for enforcement is the occurrence of certain events relating to specified insolvency proceedings (such as the appointment of an administrator, managing controller or an application for a scheme of arrangement) or the company’s financial position during those insolvency proceedings (known as “ipso facto rights”).

The stay will apply to ipso facto rights arising under contracts, agreements or arrangements entered into after 1 July 2018, subject to certain exclusions. Such exclusions include rights exercised under a kind of contract, agreement or arrangement prescribed by the regulations. On 21 June 2018, the Australian federal government introduced regulations setting out the types of contracts and contractual rights which will be excluded from the stay (the “**Regulations**”).

The Regulations provide, among other things, that any ipso facto rights under a contract, agreement or arrangement that is or governs securities, financial products, bonds or promissory notes will be exempt from the stay. Furthermore, a contract, agreement or arrangement under which a party is or may be liable to subscribe for, or to procure subscribers for, securities, financial products, bonds or promissory notes is also excluded from the stay. Accordingly, the regulations should exclude the PR Debt Instruments and certain other related arrangements from the stay. As the legislation and the regulations are new to the insolvency regime in Australia, they have not been the subject of judicial interpretation.

The PR Debt Instruments do not have the benefit of any third party guarantees or security

Investors should be aware that no guarantee is given in relation to the PR Debt Instruments by the shareholders of MGL or any other person. MGL is not an Australian ADI and the PR Debt Instruments are not guaranteed by the government of Australia. Accordingly, in the event that MGL is unable to fulfil its obligations under the PR Debt Instruments, such obligations would not necessarily be assumed by any other person.

Investors should also be aware that the PR Debt Instruments and related Coupons will be unsecured obligations of MGL. To the extent MGL incurs secured obligations, the PR Debt Instruments will rank behind those secured obligations to the extent of the value of the property granted to secure those obligations. Consequently, any such secured obligations will rank senior in the right of payment to an investor of PR Debt Instruments to the extent of the value of the assets granted to secure those obligations.

Issue price and optional redemption risks

An optional redemption feature is likely to limit the market value of PR Debt Instruments. During any period when MGL may elect to redeem the PR Debt Instruments, the market value of those PR Debt Instruments generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. MGL may be expected to redeem PR Debt Instruments when its cost of borrowing is lower than the interest rate on the PR Debt Instruments. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the PR Debt Instruments being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Modifications and waivers

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

Change of Law

The Conditions are based on the relevant law in effect as at the date of the issue of the relevant PR Debt Instruments. No assurance can be given as to the impact of any possible judicial decision, change to law or administrative practice after the date of issue of the relevant PR Debt Instruments, including developments which may require withholding or deduction to be made by MGL from payments of amounts due in respect of PR Debt Instruments (see “Taxation – U.S. Foreign Account Tax Compliance Act” on page 147).

(c) Risks related to the market for PR Debt Instruments generally***The secondary market generally***

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

In addition, PR Debt Instrument Holders should be aware of the risk that global credit market conditions may result in a general lack of liquidity in the secondary market for instruments similar to the PR Debt Instruments. Such lack of liquidity may result in investors suffering losses on the PR Debt Instruments in secondary resales even if there is no decline in the performance of the assets of MGL.

Listing

An application will be made for the PR Debt Instruments issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such PR Debt Instruments to be admitted to trading on the Market. No assurance can be given that if and once listed, the PR Debt Instruments will

at all times remain listed on the Official List or remain admitted for trading on the Market and it may not be possible to list the PR Debt Instruments on any other stock or securities exchange.

Exchange rate risks and exchange controls

MGL will pay principal and interest on the PR Debt Instruments in the relevant specified currency (“**Specified Currency**”). This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit (the “**Investor’s Currency**”) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Specified Currency would decrease (1) the Investor’s Currency-equivalent yield on the PR Debt Instruments, (2) the Investor’s Currency equivalent value of the principal payable on the PR Debt Instruments, and (3) the Investor’s Currency equivalent market value of the PR Debt Instruments.

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

In addition, events may occur that, from a legal or practical perspective, make it impossible or not reasonably practicable to convert one currency into another currency, as may be required in order to make a determination or payment in respect of the PR Debt Instruments. The occurrence of such an inconvertibility event may result in payment under the PR Debt Instruments being delayed and/or an investor receiving payment in a currency other than the Specified Currency.

Interest rate risks

Investment in fixed rate PR Debt Instruments involves the risk that subsequent changes in market interest rates may adversely affect the value of the fixed rate PR Debt Instruments.

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

PR Debt Instrument Holders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in bond prices.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to an issue of PR Debt Instruments. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the PR Debt Instruments. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, cancellation, reduction or withdrawal at any time by the assigning rating agency.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency (and certain other conditions are satisfied) or the

relevant third country credit rating agency is certified in accordance with the CRA Regulation (and certain other conditions are satisfied) and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances. If the status of the rating agency rating the PR Debt Instruments changes, European (including UK) regulated investors may no longer be able to use the relevant rating for regulatory purposes and the PR Debt Instruments may be subject to a different regulatory treatment. This may result in European regulated investors selling the PR Debt Instruments, which may have an impact on the value of the PR Debt Instruments in any secondary market. The list of registered and certified rating agencies published by the ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the Issuer's ratings and the credit rating agencies which have assigned such ratings is set out under the heading "Important Notices" at the beginning of this Base Prospectus. Where an issue of PR Debt Instruments is rated, such rating will be specified in the relevant Final Terms and may not necessarily be the same as the rating assigned to MGL.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the PR Debt Instruments changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the PR Debt Instruments may have a different regulatory treatment, which may impact the value of the PR Debt Instruments and their liquidity in the secondary market.

The regulation and reform of "benchmarks" may adversely affect the value of PR Debt Instruments linked to or referencing such "benchmarks"

Interest rates and indices which are deemed to be benchmarks (including, amongst others, LIBOR, SONIA, SOFR, EURIBOR, BBSW and BKBM, each as defined below) are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any PR Debt Instruments linked to or referencing such a "benchmark".

In Australia, examples of reforms that are already effective include changes to the methodology for calculation of the Australian Bank Bill Swap Rate ("BBSW"), and amendments to the Corporations Act made by the Treasury Laws Amendment (2017 Measures No. 5) Act 2018 of Australia which, among other things, enables ASIC to make rules relating to the generation and administration of financial benchmarks. On 6 June 2018, ASIC designated BBSW as a "significant financial benchmark" and made the ASIC Financial Benchmark (Administration) Rules 2018 and the ASIC Financial Benchmarks (Compelled) Rules 2018. On 27 June 2019, ASIC granted ASX Benchmarks Pty Limited a licence to administer BBSW.

In Europe, the EU Benchmarks Regulation has applied from 1 January 2018. The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

In the UK, the UK Benchmarks Regulation, among other things, applies to the provision of benchmarks and the use of a benchmark. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

In New Zealand, the Financial Markets (Derivatives Margin and Benchmarking) Reform Amendment Act 2019 ("**FMRA Act**") was enacted in August 2019. When the provisions of the FMRA Act relating to financial benchmarks come into effect, they will amend the FMC Act to establish a new licensing regime for administrators of financial benchmarks. These amendments aim to ensure that New Zealand's regulatory regime for financial benchmarks (including the New Zealand Bank Bill Reference Rate ("**BKBM**") meets the equivalence requirements for the purposes of the EU Benchmarks Regulation.

These reforms (including the EU Benchmarks Regulation and/or the UK Benchmarks Regulation) could have a material impact on any PR Debt Instruments linked to or referencing a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements imposed thereunder. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

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

Specifically, the sustainability of the London interbank offered rate ("**LIBOR**") has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of regulatory reforms) for market participants to continue contributing to such benchmarks. On 27 July 2017, and in a subsequent speech by its Chief Executive on 12 July 2018, the FCA confirmed that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the "**FCA Announcements**"). The FCA Announcements indicated that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. On 5 March 2021, ICE Benchmark Administration Limited, the LIBOR administrator, and the FCA issued an announcement on the future cessation and loss of representativeness of the LIBOR benchmarks. This will occur immediately after December 31, 2021 for 1-week and 2-month U.S. dollar LIBOR, and all non-U.S. dollar LIBOR settings, and after 30 June 2023 for all other U.S. dollar LIBOR settings. In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021 (as further described under "*The market continues to develop in relation to SONIA as a reference rate*"). In June 2017, the Alternative Reference Rates Committee convened by the Board of Governors of the Federal Reserve System and the New York Federal Reserve in the United States (the "**ARRC**") announced Secured Overnight Financing Rate ("**SOFR**") as its recommended alternative to U.S. dollar LIBOR (as further described under "*The use of the SOFR as a reference rate for any SOFR-referenced PR Debt Instruments is subject to important limitations*").

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

It is not possible to predict with certainty whether, and to what extent, LIBOR, EURIBOR, BBSW, BKBM, SONIA, SOFR or any other benchmark will continue to be supported going forwards. This may cause LIBOR, EURIBOR, BBSW, BKBM, SONIA, SOFR or any other such benchmark to perform differently than they have done in the past, and may have other consequences which cannot be predicted. The potential transition from Sterling LIBOR to SONIA, or EURIBOR to €STR, or the elimination of LIBOR, EURIBOR, BBSW, BKBM or any other benchmark, or changes in the manner of administration of any benchmark, could require an adjustment to the Conditions of the PR Debt Instruments, or result in other consequences, in respect of any PR Debt Instruments referencing such benchmark. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any PR Debt Instruments linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should be aware that in the case of certain Floating Rate PR Debt Instruments, the Conditions of the PR Debt Instruments provide for certain fallback arrangements in the event that a published benchmark, including an inter-bank offered rate (such as LIBOR, or EURIBOR) or another relevant reference rate (such as BBSW) ceases to exist or be published. In certain circumstances the ultimate fallback for the purposes of calculation of interest for a particular Interest Period may result in the Interest Rate for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate PR Debt Instruments based on the rate which was last observed on the Relevant Screen Page or the initial Interest Rate applicable to such PR Debt Instruments on the Interest Commencement Date.

Any such consequences could have a material adverse effect on the value or liquidity of and return on any such PR Debt Instruments. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Floating Rate PR Debt Instruments or could have a material adverse effect on the value or liquidity of, and the amount payable under, such Floating Rate PR Debt Instruments.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation, the UK Benchmarks Regulation or any of the international or national reforms in making any investment decision with respect to any PR Debt Instruments linked to or referencing a benchmark.

The market continues to develop in relation to Compounded Daily SONIA as a reference rate.

Where the relevant Final Terms for a series of Floating Rate PR Debt Instruments specifies that the interest rate for such Floating Rate PR Debt Instruments will be determined by reference to SONIA, interest will be determined on the basis of Compounded Daily SONIA. Compounded Daily SONIA differs from Sterling LIBOR in a number of material respects, including (without limitation) that Compounded Daily SONIA is a backwards-looking, compounded, risk-free overnight rate, whereas

Sterling LIBOR is expressed on the basis of a forward-looking term and includes a credit risk-element based on inter-bank lending. As such, investors should be aware that Sterling LIBOR and SONIA may behave materially differently as interest reference rates for Floating Rate PR Debt Instruments. The use of SONIA as a reference rate for Eurobonds is nascent, and is subject to change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of debt securities referencing SONIA.

Accordingly, prospective investors in any Floating Rate PR Debt Instruments referencing Compounded Daily SONIA should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to Sterling LIBOR. For example, in the context of backwards-looking SONIA rates, market participants and relevant working groups are, as at the date of this Base Prospectus, currently assessing the differences between compounded rates and weighted average rates, and such groups are also exploring forward-looking 'term' SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). The adoption of SONIA may also see component inputs into swap rates or other composite rates transferring from Sterling LIBOR or another reference rate to SONIA.

The market or a significant part thereof may adopt an application of SONIA that differs significantly from that set out in the Conditions in the case of Floating Rate PR Debt Instruments issued under this Programme for which Compounded Daily SONIA is specified as being applicable in the relevant Final Terms. Furthermore, the Issuer may in the future issue Floating Rate PR Debt Instruments referencing SONIA that differ materially in terms of the interest determination provisions when compared with the provisions for such determination as set out in the Conditions. The nascent development of Compounded Daily SONIA as an interest reference rate for the Eurobond markets, as well as continued development of SONIA-based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA-referenced Floating Rate PR Debt Instruments issued under the Programme from time to time.

Furthermore, interest on Floating Rate PR Debt Instruments which reference Compounded Daily SONIA is only capable of being determined at the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Floating Rate PR Debt Instruments which reference Compounded Daily SONIA to estimate reliably the amount of interest which will be payable on such Floating Rate PR Debt Instruments, and some investors may be unable or unwilling to trade such Floating Rate PR Debt Instruments without changes to their IT systems, both of which factors could adversely impact the liquidity of such Floating Rate PR Debt Instruments. Further, in contrast to Sterling LIBOR-based Floating Rate PR Debt Instruments, if Floating Rate PR Debt Instruments referencing Compounded Daily SONIA become due and payable as a result of an event of default under the Conditions, or are otherwise redeemed early on a date which is not an Interest Payment Date, the final rate of interest payable in respect of such Floating Rate PR Debt Instruments shall only be determined immediately prior to the date on which the Floating Rate PR Debt Instruments become due and payable.

In addition, the manner of adoption or application of SONIA reference rates in the Eurobond markets may differ materially compared with the application and adoption of SONIA in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Floating Rate PR Debt Instruments referencing Compounded Daily SONIA.

Investors should carefully consider these matters when making their investment decision with respect to any such Floating Rate PR Debt Instruments.

The use of the SOFR as a reference rate for any SOFR-referenced PR Debt Instruments is subject to important limitations.

In June 2017, the ARRC announced SOFR as its recommended alternative to U.S. dollar LIBOR. However, the composition and characteristics of SOFR are not the same as those of LIBOR. SOFR is a broad U.S. Treasury repurchase financing rate that represents overnight secured funding transactions. This means that SOFR is fundamentally different from LIBOR for two key reasons. First, SOFR is a secured rate, while LIBOR is an unsecured rate. Second, SOFR is an overnight rate, while LIBOR is a forward looking rate that represents interbank funding over different maturities. As a result, there can be no assurance that SOFR will perform in the same way as LIBOR would have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, market volatility or global or regional economic, financial, political, or regulatory events. For example, since publication of SOFR began in April 2018, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmark or other market rates, such as LIBOR.

As SOFR is an overnight funding rate, interest on any SOFR-referenced PR Debt Instruments with interest periods longer than overnight will be calculated on the basis of either the arithmetic mean of SOFR over the relevant interest period or compounding SOFR during the relevant interest period. As a consequence of this calculation method, the amount of interest payable on each interest payment date will only be known a short period of time prior to the relevant interest payment date. PR Debt Instrument Holders therefore will not know in advance the interest amount which will be payable on any SOFR-referenced PR Debt Instruments.

Although the New York Federal Reserve has published historical indicative SOFR information going back to 2014, such prepublishment of historical data inherently involves assumptions, estimates and approximations. PR Debt Instrument Holders should not rely on any historical changes or trends in the SOFR as an indicator of future changes in the SOFR.

Also, since the SOFR is a relatively new market index, any SOFR-referenced PR Debt Instruments will likely have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed on SOFR, may evolve over time, and trading prices of SOFR-referenced PR Debt Instruments may be lower than those of later-issued indexed debt securities as a result. Similarly, if the SOFR does not prove to be widely used in securities like such SOFR-referenced PR Debt Instruments, the trading price of SOFR-referenced PR Debt Instruments may be lower than those of debt securities linked to indices that are more widely used. PR Debt Instrument Holders may not be able to sell SOFR-referenced PR Debt Instruments at all or may not be able to sell SOFR-referenced PR Debt Instruments at prices that will provide them with a yield comparable to similar investments that have a developed secondary market and may consequently suffer from increased pricing volatility and market risk.

The New York Federal Reserve notes on its publication page for SOFR that use of the SOFR is subject to important limitations and disclaimers, including that the New York Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of the SOFR at any time without notice. In addition, SOFR is published by the New York Federal Reserve based on data received from other sources. There can be no guarantee that the SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of the PR Debt Instrument Holders. If the manner in which the SOFR is calculated is changed or if SOFR is discontinued, that change or discontinuance may result in a reduction or elimination of the amount of interest payable on SOFR-referenced PR Debt Instruments and a reduction in the trading prices of SOFR-referenced PR Debt Instruments which would have an adverse effect on the PR Debt Instrument Holders who could lose part of their investment.

The interest rate on compounded SOFR-referenced PR Debt Instruments is based on a compounded average of daily SOFR, which is relatively new in the marketplace.

For each interest period, the interest rate on a series of compounded SOFR-referenced PR Debt Instruments will be based on a compounded average of daily SOFR, and not on daily SOFR published on or in respect of a particular date during such interest period. For this and other reasons, the interest rate on a series of compounded SOFR-referenced PR Debt Instruments during any interest period may not be the same as the interest rate on other investments bearing interest at a rate based on SOFR that use an alternative method to determine the applicable interest rate. Further, if daily SOFR in respect of a particular date during an interest period or observation period (if applicable) for a series of compounded SOFR-referenced PR Debt Instruments is negative, the inclusion of such daily SOFR in the calculation of compounded SOFR for the applicable interest period will reduce the interest rate and the interest payable on such series of compounded SOFR-referenced PR Debt Instruments for such interest period.

Limited market precedent exists for securities that use compounded SOFR as the base rate, and the method for calculating an interest rate based upon compounded SOFR in those precedents varies. Accordingly, the specific formula and related conventions used for compounded SOFR-referenced PR Debt Instruments that may be issued with respect to the determination of interest rates, interest amounts and payment of interest (for example, payment delays, observation periods/lookbacks and/or lockout/suspension periods) may not be widely adopted by other market participants, if at all. Adoption of different methods/conventions by the market with respect to these determinations likely would adversely affect the return on, value of and market for the compounded SOFR-referenced PR Debt Instruments.

Interest payments due on a series of compounded SOFR-referenced PR Debt Instruments will be determined only at the end of the relevant interest period.

Interest payments due on a series of compounded SOFR-referenced PR Debt Instruments will be determined only at the end of the relevant interest period. Therefore, holders of any series of compounded SOFR-referenced PR Debt Instruments will not know the amount of interest payable with respect to each interest period until shortly prior to the related interest payment date, and it may be difficult for investors in such compounded SOFR-referenced PR Debt Instruments to estimate reliably the amounts of interest that will be payable on each such interest payment date at the beginning of or during the relevant interest period. In addition, some investors may be unwilling or unable to trade such compounded SOFR-referenced PR Debt Instruments without changes to their information technology systems, both of which could adversely impact the liquidity and trading price of any series of compounded SOFR-referenced PR Debt Instruments.

With respect to a series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention or a convention for which a rate cut-off date is applicable, it will not be possible to calculate accrued interest with respect to any period until after the end of such period or the rate cut-off date, as applicable.

With respect to a series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention or a convention for which a rate cut-off date is applicable, because daily SOFR in respect of a given day is not published until the U.S. government securities business day immediately following such day, it will not be possible to calculate accrued interest with respect to any period until after the end of such period or the rate cut-off date, as applicable, which may adversely affect your ability to trade such PR Debt Instruments in the secondary market.

With respect to a series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention or a convention for which a rate cut-off date is applicable, pursuant to the formula used to determine compounded SOFR for such PR Debt Instruments for an applicable interest

period, daily SOFR used in such calculation for any day from, and including, the rate cut-off date to, but excluding, the relevant interest payment date (or maturity or redemption date, if applicable) will be daily SOFR in respect of the relevant rate cut-off date.

The formula used to determine the base rate for compounded SOFR-referenced PR Debt Instruments using the payment delay convention employs a rate cut-off date for the final interest period with respect to any series of notes.

For the final interest period with respect to a series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention, daily SOFR used in the calculation of compounded SOFR for any day from, and including, the rate cut-off date to, but excluding, the maturity date or the redemption date, if applicable, will be daily SOFR in respect of the rate cut-off date. The rate cut-off date will be two U.S. government securities business days (or such other number of U.S. government securities business days as may be specified in the relevant Final Terms) prior to the maturity date (or redemption date, if applicable).

In addition, the formula used to determine the base rate for compounded SOFR-referenced PR Debt Instruments for any convention using a rate cut-off date may employ, if so specified in the relevant Final Terms, such rate cut-off date for each interest period with respect to such PR Debt Instruments.

As a result of the foregoing, a holder of a series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention, or a convention for which a rate cut-off date is applicable, will not receive the benefit of any increase in the level of SOFR on any date subsequent to the applicable rate cut-off date in connection with the determination of the interest payable with respect to the final interest period for an applicable series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention or with respect to each interest period for an applicable series of compounded SOFR-referenced PR Debt Instruments employing a rate cut-off date, which could reduce the amount of interest that may be payable on the applicable series of PR Debt Instruments.

Holders of a series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention will receive payments of interest on a delayed basis.

The interest payment dates for any series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention with respect to interest rate determination and interest payments will be two business days (or such other number of business days as specify in the relevant Final Terms) after the interest period demarcation date at the end of each interest period for such series. This convention differs from the interest payment convention that has been used historically for floating-rate notes with interest rates based on other benchmark or market rates, such as LIBOR, where interest typically has been paid on a fixed day that immediately follows the final day of the applicable interest period. As a result, holders of a series of compounded SOFR-referenced PR Debt Instruments using the payment delay convention will receive payments of interest on a delayed basis as compared to floating-rate notes in which they previously may have invested.

(d) Risks related to PR Debt Instruments denominated in Renminbi

There is only limited availability of Renminbi outside of the PRC, which may affect the liquidity of the PR Debt Instruments denominated in Renminbi and the Macquarie Group's ability to source Renminbi outside of the PRC to service such PR Debt Instruments.

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited.

While the People's Bank of China ("PBOC") has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the "**Renminbi Clearing**

Banks”), including but not limited to Hong Kong and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the “**Settlement Agreements**”), the current size of Renminbi-denominated financial assets outside the PRC is limited.

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

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

Renminbi is not freely convertible; there are significant restrictions on remittance of Renminbi into and outside the PRC which may adversely affect the liquidity of the PR Debt Instruments denominated in Renminbi.

Despite the significant reduction in control by the PRC government in recent years over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions (known as current account items), remittance of Renminbi by foreign investors into the PRC for purposes such as capital contributions, known as capital account items, is generally only permitted upon obtaining specific approvals from or completing specific registrations or filings with the relevant authorities on a case-by-case basis and subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although starting from 1 October 2016, the Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund, there is no assurance that the PRC government will continue to liberalise control over cross-border remittance of Renminbi in the future, that any pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect the overall availability of Renminbi outside the PRC and the ability of MGL to source Renminbi to finance its obligations under the PR Debt Instruments denominated in Renminbi.

The investment in the PR Debt Instruments denominated in Renminbi is subject to exchange rate and interest rate risks.

The value of Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. All payments of interest and principal with respect to the PR Debt Instruments will be made in Renminbi unless otherwise specified. As a result, the value of these Renminbi payments in

U.S. dollar or other foreign currency may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other foreign currencies, the value of the investment made by a PR Debt Instrument Holder in U.S. dollars or any other foreign currency terms will decline. In August 2015, the PBOC changed the way it calculates the mid-point price of the Renminbi against the US dollar to take into account market-maker quotes before announcing the daily midpoint. This change, and other changes such as widening the trading band that may be implemented, may increase volatility in the value of the Renminbi against foreign currencies. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in the PR Debt Instruments.

Payments in respect of the PR Debt Instruments denominated in Renminbi will only be made to investors in the manner specified in the terms and conditions of the relevant PR Debt Instruments.

All payments to investors in respect of the PR Debt Instruments denominated in Renminbi will be made solely (i) for so long as the PR Debt Instruments are represented by global certificates held with the common depositary for Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”) or a sub-custodian for the Central Moneymarkets Unit Service (“**CMU Service**”) or any alternative clearing system, by transfer to a Renminbi bank account maintained in Hong Kong or (ii) for so long as the PR Debt Instruments are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in any other currency or by transfer to a bank account in the PRC).

2. Documents Incorporated by Reference

The documents described below, each of which has been previously published and filed with the Financial Conduct Authority and which are available for inspection at <https://data.fca.org.uk/#/nsm/nationalstoragemechanism> and <http://www.morningstar.co.uk/uk/NSM>, shall be incorporated in and form part of this Base Prospectus, save that any statement contained in any document, or part of a document, which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus. Any document or other information incorporated by reference in any of the documents described below does not form part of this Base Prospectus.

MGL audited annual financial statements and MGL audited consolidated annual financial statements and auditor's reports

The audited annual financial statements of MGL and the consolidated annual financial statements of MGL and its controlled entities (together, the “**Financial Statements**”) for the financial years ended 31 March 2020 and 31 March 2021, and the auditor's report in respect of such Financial Statements, which are set out in, and form part of, the 2020 annual report (<https://www.macquarie.com/assets/macq/investor/results-and-presentations/2020/Macquarie-Group-FY20-Annual-Report.pdf>) and 2021 annual report (<https://www.macquarie.com/assets/macq/investor/reports/2021/macquarie-group-fy21-annual-report.pdf>) of MGL, shall be deemed to be incorporated in, and form part of, this Base Prospectus.

The Financial Statements for the financial years ended 31 March 2020 and 31 March 2021 comprise the Income Statements, Statements of Comprehensive Income, Statements of Financial Position, Statements of Changes in Equity, Statements of Cash Flows, Notes to the Financial Statements and the Directors' Declaration as set out in the 2020 annual report and 2021 annual report of MGL. The Financial Statements and the Independent Auditor's Report can be located in the 2021 annual report (and in the case of the financial year ended 31 March 2020, also in the 2020 annual report) on the following pages:

	2021 Annual Report	2020 Annual Report
Income Statements	149	131
Statements of Comprehensive Income	150	132
Statements of Financial Position	151	133
Statements of Changes in Equity	152-153	134-135
Statements of Cash Flows	154	136
Notes to the Financial Statements	155-285	137-268
Directors' Declaration	286	269
Independent Auditor's Report	287-293	270-276

See “Selected Financial Information” on pages 128 to 130 inclusive of this Base Prospectus for further information on the Financial Statements.

Previous Terms and Conditions

The Terms and Conditions of the PR Debt Instruments set out on:

- pages 32 to 67 of the Base Prospectus dated 12 June 2020 relating to the Programme;
- pages 33 to 68 of the Base Prospectus dated 13 June 2019 relating to the Programme;
- pages 32 to 64 of the Base Prospectus dated 13 June 2018 relating to the Programme;
- pages 60 to 91 of the Base Prospectus dated 14 June 2017 relating to the Programme;
- pages 59 to 91 of the Base Prospectus dated 14 June 2016 relating to the Programme;
- pages 59 to 90 of the Base Prospectus dated 15 June 2015 relating to the Programme;
- pages 48 to 80 of the Base Prospectus dated 18 June 2014 relating to the Programme;
- pages 46 to 78 of the Base Prospectus dated 21 June 2013 relating to the Programme;
- pages 35 to 65 of the Base Prospectus dated 14 June 2012 relating to the Programme;
- pages 34 to 64 of the Base Prospectus dated 7 July 2011 relating to the Programme; and
- pages 29 to 58 of the Base Prospectus dated 9 July 2010 relating to the Programme,

are incorporated in, and form part of, this Base Prospectus.

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Any information not forming part of the Financial Statements for the financial years ended 31 March 2020 and 31 March 2021 and the auditor's report in respect of such Financial Statements, but included in the 2020 annual report and 2021 annual report of MGL is not incorporated in, and does not form part of, this Base Prospectus.

Any non-incorporated parts of a document incorporated by reference herein which is not incorporated in, and does not form part of, this Base Prospectus is either not relevant for investors or is contained elsewhere in this Base Prospectus.

Documents incorporated in this Base Prospectus by reference are also available on the internet site <http://www.macquarie.com/au/about/investors>.

All information which MGL has published or made available to the public in compliance with its obligations under the laws of Australia dealing with the regulation of securities, issuers of securities and securities markets has been released to the Australian Securities Exchange operated by ASX Limited ("ASX") in compliance with the continuous disclosure requirements of the ASX Listing Rules. Announcements made by MGL under such rules are available on ASX's internet site <http://www.asx.com.au> (MGL's ASX code is "MQG").

3. Terms and Conditions

*The following (save for the italicised text) is a composite text of the terms and conditions which (subject to completion of the relevant Final Terms) will be applicable to each Series of PR Debt Instruments. The terms of the Agency Agreement (as defined below) and the Master Deed of Covenant dated 16 September 2009 (“**Master Deed of Covenant**”) will apply to each Series of PR Debt Instruments unless the provisions of the relevant Final Terms provide otherwise.*

References in the terms and conditions to “Issuer” are, unless the contrary intention appears, references to the Issuer specified in the relevant Final Terms and references to “PR Debt Instruments” are, unless the contrary intention appears, references to the PR Debt Instruments of one Series of the type specified in the relevant Final Terms only, not to all PR Debt Instruments which may be issued under the Programme. Terms used in the relevant Final Terms will have the same meaning where used in the terms and conditions.

*Macquarie Group Limited is not an “authorised deposit-taking institution” (“ADI”) for the purposes of the Banking Act 1959 of Australia (“**Banking Act**”), and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of Macquarie Group Limited.*

The following eight paragraphs apply to PR Debt Instruments, which are specified in the relevant Final Terms as being issued with the benefit of both the Agency Agreement and the Master Deed of Covenant.

The PR Debt Instruments are issued with the benefit (to the extent applicable) of an amended and restated agency agreement (as amended, restated or supplemented from time to time) (“**Agency Agreement**”) dated on or about 11 June 2021 between Macquarie Group Limited (“**Issuer**” or “**MGL**”) and Citibank, N.A., London Branch in its capacity as an issuing and paying agent (“**I&P Agent**” and “**Paying Agent**”, which expression shall include any successor to Citibank, N.A., London Branch in its capacity as such) and Citicorp International Limited as CMU lodging agent (“**CMU Lodging Agent**”, which expression shall include any successor to Citicorp International Limited in its capacity as such).

The expression “**Agents**” shall include each I&P Agent, CMU Lodging Agent and any transfer agent (“**Transfer Agent**”), and any registrar (“**Registrar**”) and any other paying agents subsequently appointed (“**Paying Agents**”), successors thereto in such capacity and any additional or substitute agents appointed to MGL’s Debt Instrument Programme (“**Programme**”) from time to time. The PR Debt Instrument Holders (as defined in Condition 2.3 below, which expression includes, unless the contrary intention appears, the holders of the coupons (“**Coupons**”) (if any) appertaining to interest-bearing PR Debt Instruments in bearer form (“**Couponholders**”) and the holders of talons (“**Talons**”) (if any) for further coupons attached to such PR Debt Instruments (“**Talonholders**”)) are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Agency Agreement applicable to them.

The Final Terms for this PR Debt Instrument are attached to this PR Debt Instrument or endorsed on this PR Debt Instrument, specifies the Issuer and the type of PR Debt Instrument and completes these terms and conditions (“**Conditions**”). References in these Conditions to the “**relevant Final Terms**” are to the Final Terms setting out the final terms of this PR Debt Instrument which is attached to, endorsed on, or otherwise applicable to this PR Debt Instrument.

As used in these Conditions, “**Series**” means each original issue of PR Debt Instruments together with any further issues expressed to form a single Series with the original issue and the terms of which (save for the issue or deposit date (“**Issue Date**”)), the date from which interest accrues (“**Interest**

Commencement Date”), the issue price of the PR Debt Instruments (**“Issue Price”**) and the amount of the first interest payment (if any) (as specified in the relevant Final Terms)) are identical. However, the Final Terms for this PR Debt Instrument may provide that a particular Tranche will not become fungible with PR Debt Instruments of another Tranche or Tranches forming part of the same Series until the time specified in the Final Terms. As used in these Conditions, **“Tranche”** means all PR Debt Instruments of the same Series with the same Issue Date and Interest Commencement Date and the aggregate nominal amount (**“Aggregate Nominal Amount”**) of which shall be specified in the Final Terms.

For the purposes of these Conditions (other than in relation to the determination of interest and other amounts payable in respect of the PR Debt Instruments) a reference to the I&P Agent shall, with respect to PR Debt Instruments held through the Central Moneymarkets Unit Service (**“CMU Service”**), be deemed to be a reference to the CMU Lodging Agent, and all such references shall be construed accordingly.

All references in these Conditions to PR Debt Instruments, Coupons and Talons must be read and construed as references to the PR Debt Instruments, Coupons and Talons of a particular Series.

Words and expressions defined in the Agency Agreement or used in the relevant Final Terms shall have the same meanings where used in these Conditions unless the contrary intention appears.

Copies of the Agency Agreement and the Final Terms applicable to this PR Debt Instrument are obtainable from and, available for inspection during normal business hours at, the specified office of each I&P Agent and the other Paying Agents. The PR Debt Instrument Holders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the Final Terms which are applicable to them.

Prior to the issue of any Registered PR Debt Instruments (as defined below), the Issuer will appoint a Registrar and will appoint and maintain a Transfer Agent.

1 Form and Denomination

1.1 General

References in these Conditions to **“PR Debt Instruments”** are references to the type of PR Debt Instrument specified in the relevant Final Terms. For the avoidance of doubt, where certain Conditions are expressed to only apply to certain types of PR Debt Instrument, such Conditions only apply to that type of PR Debt Instrument as specified in the relevant Final Terms and do not apply to other types of PR Debt Instrument.

PR Debt Instruments are issued in bearer form (**“Bearer PR Debt Instruments”**) and/or in registered form (**“Registered PR Debt Instruments”**), as specified in the relevant Final Terms. In these Conditions and unless the contrary intention appears, references to **“PR Debt Instruments”** are to Bearer PR Debt Instruments and Registered PR Debt Instruments.

1.2 Type of PR Debt Instruments

Each PR Debt Instrument may be a Fixed Rate PR Debt Instrument, a Floating Rate PR Debt Instrument, a Fixed / Floating Interest Rate Basis PR Debt Instrument, a Zero Coupon PR Debt Instrument or a combination of any of the foregoing, as specified in the relevant Final Terms.

1.3 Form of Bearer PR Debt Instruments

Interest-bearing Bearer PR Debt Instruments in definitive form will be serially numbered and issued with Coupons (and where appropriate, a Talon) attached, other than in the case of PR

Debt Instruments which do not carry an entitlement to periodic payment of interest prior to the redemption date of such PR Debt Instruments and which are issued at a discount to their face value (“**Zero Coupon PR Debt Instruments**”) (in which case references to interest (other than in relation to interest due after the redemption date), Coupons and Talons in these Conditions are not applicable). On or after the date on which all the Coupons attached to, or issued in respect of, any Bearer PR Debt Instrument which was issued with a Talon have matured, a coupon sheet comprising further Coupons (other than Coupons which would be void) and, if applicable, one further Talon, will be issued against presentation of the relevant Talon at the specified office of any Agent in accordance with Condition 7.1.6.

1.4 Form of Registered PR Debt Instruments

Registered PR Debt Instruments are constituted by the Deed of Covenant specified in the relevant Final Terms. Copies of the Deed of Covenant are available for inspection at the office of the Registrar. PR Debt Instrument Holders of such Registered PR Debt Instruments are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Deed of Covenant.

Unless otherwise specified in the relevant Final Terms, where PR Debt Instruments are issued in registered form, no certificate or other evidence of title will be issued unless the Issuer determines that certificates should be available or the Issuer is required to do so pursuant to any applicable law or regulation. Each certificate represents a holding of one or more such PR Debt Instruments by the same PR Debt Instrument Holder.

1.5 Denomination

PR Debt Instruments will be in the denomination or denominations specified in the relevant Final Terms or integral multiples thereof (“**Specified Denomination**”). Bearer PR Debt Instruments of one denomination may not be exchanged for Bearer PR Debt Instruments of another denomination.

1.6 Currency of PR Debt Instruments

Subject to compliance with all applicable legal and/or regulatory requirements, PR Debt Instruments may be denominated in the lawful currency of the Commonwealth of Australia (“**Australian Dollars**” or “**A\$**”), the lawful currency of the United States of America (“**U.S. Dollars**” or “**U.S.\$**”), the lawful currency of Japan (“**Yen**”), the lawful currency of Singapore (“**Singapore Dollars**” or “**SG\$**”), the lawful currency of the United Kingdom (“**Sterling**”), the single currency introduced at the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union (“**Euro**”), the lawful currency of the People’s Republic of China (“**Renminbi**”, “**RMB**” or “**CNY**”) as specified in the relevant Final Terms (“**Specified Currency**”).

2 Title

2.1 Title to Bearer PR Debt Instruments, Coupons and Talons

Title to Bearer PR Debt Instruments, Coupons and Talons passes by delivery.

2.2 Title to Registered PR Debt Instruments

Title to Registered PR Debt Instruments passes by registration in the register (“**Register**”) which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

2.3 Title - general

In these Conditions, subject as provided below, “**PR Debt Instrument Holder**” means:

- (a) (in relation to a PR Debt Instrument, Coupon or Talon) the bearer of any Bearer PR Debt Instrument, Coupon or Talon (as the case may be); or
- (b) the person in whose name a Registered PR Debt Instrument is registered, as the case may be.

A PR Debt Instrument Holder will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss or any express or constructive notice of any claim by any other person of any interest therein other than, in the case of a Registered PR Debt Instrument, a duly executed transfer of such PR Debt Instrument) and no person will be liable for so treating the PR Debt Instrument Holder.

3 Exchanges of Bearer PR Debt Instruments for Registered PR Debt Instruments and transfers of Registered PR Debt Instruments

3.1 Exchange of Bearer PR Debt Instruments

Subject to Condition 3.6, Bearer PR Debt Instruments may, if so specified in the relevant Final Terms, be exchanged for the same aggregate nominal amount of Registered PR Debt Instruments at the request in writing of the relevant PR Debt Instrument Holders and upon surrender of the Bearer PR Debt Instrument to be exchanged together with all unmatured Coupons and Talons relating to it (if any) at the specified office of the Registrar or the specified office of the Transfer Agent. Without limiting the previous sentence, the relevant Final Terms may specify that Bearer PR Debt Instruments may be exchanged for Registered PR Debt Instruments only with the prior written approval of the Issuer or such other or additional persons as are specified in such Final Terms. Where, however, a Bearer PR Debt Instrument is surrendered for exchange after the Record Date (as defined in Condition 7.2.2) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered PR Debt Instruments may not be exchanged for Bearer PR Debt Instruments.

3.2 Transfer of Registered PR Debt Instruments

A Registered PR Debt Instrument may be transferred in whole but not in part upon the surrender of the relevant certificate by which such Registered PR Debt Instrument is represented (if the PR Debt Instrument is certificated), together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or the specified office of the Transfer Agent. In the case of a certificated PR Debt Instrument, a new certificate will be issued to the transferee and in the case of a transfer of a Registered PR Debt Instrument which forms part only of a holding represented by a certificate, a new certificate in respect of the balance not transferred will be issued to the transferor.

Bearer PR Debt Instruments will not be exchanged for Registered PR Debt Instruments nor will Registered PR Debt Instruments be transferred if the exchangee or transferee is an Australian resident, or a non-Australian resident that holds the PR Debt Instruments in carrying on business in Australia at or through a permanent establishment of the exchangee or transferee in Australia and fails to provide a tax file number (“TFN”), Australian Business Number (“ABN”), or evidence that the exchangee or transferee (as the case may be) is not required to provide a TFN or ABN.

The forms of exchange and transfer will require the exchangee or transferee (as the case may be) to certify whether or not such person is an Australian resident, or a non-Australian resident that holds the PR Debt Instruments in carrying on business in Australia at or through a permanent establishment of the exchangee or transferee in Australia and, if so, the transferee may provide a TFN or ABN or evidence that such person is not required to provide a TFN or ABN.

3.3 Partial redemption or exercise of options in respect of Registered PR Debt Instruments

In the case of a partial redemption of a holding of Registered PR Debt Instruments represented by a single certificate or a partial exercise of the Issuer’s or PR Debt Instrument Holders’ option to redeem in respect of a holding of Registered PR Debt Instruments represented by a single certificate, a new certificate will be issued to the PR Debt Instrument Holder in respect of the balance of the holding not redeemed or in respect of which the relevant option has not been exercised. In the case of a partial exercise of an option resulting in Registered PR Debt Instruments of the same holding having different terms, separate certificates shall be issued in respect of those PR Debt Instruments of that holding that have the same terms. New certificates shall only be issued against surrender of the existing certificates to the Registrar or the Transfer Agent.

3.4 Delivery of new certificates representing Registered PR Debt Instruments

In the case of certificated Registered PR Debt Instruments, each new certificate to be issued upon exchange of Bearer PR Debt Instruments or transfer of Registered PR Debt Instruments will, within three Business Days (in the place of the specified office of the Registrar and the specified office of the Transfer Agent) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the Registrar and the specified office of the Transfer Agent, or be mailed at the risk of the PR Debt Instrument Holder entitled to the Registered PR Debt Instrument, to such address as may be specified in such request or form of transfer.

3.5 Exchange free of charge

Registration of PR Debt Instruments on exchange of Bearer PR Debt Instruments for Registered PR Debt Instruments or transfer of Registered PR Debt Instruments will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent (other than any insurance charges or any expenses of delivery (if applicable) by other than regular mail), but upon payment of (or the giving of such indemnity as the Registrar or the Transfer Agent may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

3.6 Closed periods

No PR Debt Instrument Holder may require the transfer of a Registered PR Debt Instrument to be registered or a Bearer PR Debt Instrument to be exchanged for a Registered PR Debt Instrument:

- (a) during the period of 15 days ending on the due date for any payment of principal or redemption amount on that PR Debt Instrument;
- (b) during the period of 15 days before any drawing of PR Debt Instruments for redemption under Condition 6.2; or
- (c) after any such PR Debt Instrument has been drawn for redemption in whole or in part.

4 Status

The PR Debt Instruments and Coupons are direct, unsecured and unsubordinated obligations of the Issuer and rank pari passu without any preference among themselves and rank at least equally with the claims of its unsecured and unsubordinated creditors, except creditors mandatorily preferred by law.

MGL is not an ADI for the purposes of the Banking Act, and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of MGL.

5 Interest

5.1 General

PR Debt Instruments may be either interest-bearing or non interest-bearing, as specified in the relevant Final Terms. Interest-bearing PR Debt Instruments may bear interest at either a fixed rate or a floating rate. In relation to any Tranche of PR Debt Instruments, the relevant Final Terms may specify actual amounts of interest payable (“**Interest Amounts**”) rather than, or in addition to, a rate or rates at which interest accrues.

The Final Terms in relation to each Tranche of interest-bearing PR Debt Instruments will specify which of Conditions 5.2, 5.3 and 5.4 will be applicable to the PR Debt Instruments. Condition 5.5 will be applicable to each Tranche of interest-bearing PR Debt Instruments.

5.2 Interest - fixed rate

Each PR Debt Instrument in relation to which this Condition 5.2 is specified in the relevant Final Terms as being applicable (“**Fixed Rate PR Debt Instruments**”) will bear interest on its nominal amount at the fixed rate or rates per annum specified in the relevant Final Terms from the Issue Date or such other date as is specified in the relevant Final Terms as being the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date (as defined in Condition 5.5(a)) as adjusted, if applicable, in accordance with the Business Day Convention specified in the relevant Final Terms.

Interest which is required to be calculated for a period of other than a full year will be calculated on the basis of a year of 360 days and 12 months of 30 days each or on such other basis as may be specified as the Day Count Fraction in the relevant Final Terms.

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount.

If the Maturity Date is not an Interest Payment Date, interest from (and including) the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount.

“**Interest Payment Date**”, “**Initial Broken Amount**” and “**Final Broken Amount**” have the meaning given to them in the Final Terms.

5.3 Interest - floating rate

(a) *Accrual of interest*

PR Debt Instruments in relation to which this Condition 5.3 is specified in the relevant Final Terms as being applicable (“**Floating Rate PR Debt Instruments**”) will bear interest in respect of each Interest Period (as defined in Condition 5.5(a)) at the rate or rates per annum specified in the relevant Final Terms determined in accordance with this Condition 5.3.

Each Floating Rate PR Debt Instrument will bear interest on its nominal amount at the Interest Rate (as defined below) from the Issue Date of the PR Debt Instruments or such other date as is specified in the relevant Final Terms as being the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date. If any Interest Payment Date in respect of a Floating Rate PR Debt Instrument would otherwise fall on a day which is not a Business Day (as defined in Condition 5.7), such Interest Payment Date shall be determined in accordance with the Business Day Convention specified in the relevant Final Terms.

(b) *Interest Rate*

The rate of interest payable in respect of Floating Rate PR Debt Instruments (“**Interest Rate**”) shall be determined by the Calculation Agent (as defined in Condition 5.7) on the basis of (i), (ii), (iii) or (iv) below, as specified in the relevant Final Terms.

(i) *ISDA Determination for Floating Rate PR Debt Instruments*

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will be the relevant ISDA Rate plus or minus (as specified in the relevant Final Terms) the Margin (if any) specified in the relevant Final Terms.

For the purposes of this sub-paragraph (i):

“**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent for the PR Debt Instruments under an interest rate Swap Transaction if the Calculation Agent for the PR Debt Instruments were acting as Calculation Agent for that 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 relevant Final Terms;
- (B) the Designated Maturity is a period specified in the relevant Final Terms; and

- (C) the relevant Reset Date is the day specified in the relevant Final Terms; and
- (D) the Period End Dates are each Interest Payment Date, the Spread is the Margin and the Floating Rate Day Count Fraction is the Day Count Fraction.

For these purposes, “**Swap Transaction**”, “**Floating Rate**”, “**Calculation Agent**” (except references to “**Calculation Agent for the PR Debt Instruments**”), “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**”, “**Period End Date**”, “**Spread**” and “**Floating Rate Day Count Fraction**” have the meanings given to those terms in the 2006 ISDA Definitions as amended and updated in the case of each Series as at the Issue Date of the first Tranche of the relevant PR Debt Instruments, published by the International Swaps and Derivatives Association, Inc. (“**ISDA Definitions**”).

- (ii) *Screen Rate Determination for Floating Rate PR Debt Instruments not referencing SONIA or SOFR*

Where the Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Interest Rate is to be determined, and unless the Reference Rate in respect of the relevant Series of Floating Rate PR Debt Instruments is specified in the relevant Final Terms as being “Compounded Daily SONIA”, “SONIA Index Determination”, “Average SONIA”, “SOFR Arithmetic Mean”, “SOFR Delay Compound”, “SOFR Index Compound”, “SOFR Lockout Compound”, “SOFR Lookback Compound” or “SOFR Shift Compound”, the Interest Rate for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date in question plus or minus (as specified in the relevant Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purposes of determining the arithmetic mean (rounded as provided above) of such offered quotations.

- (a) If (A) applies and no offered quotation appears on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date or if (B) applies and fewer than two offered quotations appear on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Reference Rates that each of the Reference

Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent.

- (b) If paragraph (a) above applies and the Calculation Agent determines that fewer than two Reference Banks are making offered quotations for the Reference Rate in respect of the Specified Currency, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Reference Rate) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is Euro or Renminbi, in such financial centre(s) as is/are specified in the relevant Final Terms, in each case as selected by the Calculation Agent (“**Principal Financial Centre**”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the first day of the Interest Period to which the relevant Interest Determination Date relates for a period equivalent to the relevant Interest Period (x) two leading banks carrying on business in Europe, or (if the relevant currency is not Euro and the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) two leading banks carrying on business in the Principal Financial Centre.

In these Conditions:

“**Interest Determination Date**” shall mean the date specified as such in the Final Terms or if none is so specified:

- (1) if the Reference Rate is the London interbank offered rate (“**LIBOR**”) (other than Sterling or Euro LIBOR), the second London business day prior to the start of each Interest Period;
- (2) if the Reference Rate is Sterling LIBOR, the first day of each Interest Period;
- (3) if the Reference Rate is Euro LIBOR or the Euro-zone interbank offered rate (“**EURIBOR**”), the second day on which the TARGET2 System is open prior the start of each Interest Period;
- (4) if the Reference Rate is the Australian BBSW Rate (“**BBSW**”), the first day of each Interest Period;
- (5) if the Reference Rate is the New Zealand Bank Bill reference rate interbank offered rate (“**BKBM**”), the first day of each Interest Period;
- (6) if the Reference Rate is the Hong Kong interbank offered rate (“**HIBOR**”), the first day of each Interest Period;
- (7) if the Reference Rate is the Toronto interbank offered rate (“**BA-CDOR**”), the first day of each Interest Period; and

- (8) if the Reference Rate is the Singapore interbank offered rate (“**SIBOR**”), the second Singapore business day prior to the start of each Interest Period.

“**Reference Rate**” shall mean (a) LIBOR, (b), EURIBOR, (c) BBSW, (d) BKBM, (e) HIBOR, (f) BA-CDOE or (g) SIBOR, in each case for the relevant period, each as set out in the relevant Final Terms.

“**Relevant Financial Centre**” shall mean (a) London, in the case of a determination of LIBOR, (b) Brussels in the case of a determination of EURIBOR, (c) Sydney, in the case of a determination of BBSW, (d) Auckland and Wellington, in the case of a determination of BKBM, (e) Hong Kong, in the case of a determination of HIBOR, (f) Toronto, in the case of a determination of BA-CDOR and (g) Singapore, in the case of a determination of SIBOR, each as specified in the relevant Final Terms.

“**Relevant Screen Page**” has the meaning set out in the relevant Final Terms.

“**Relevant Time**” shall mean (a) in the case of LIBOR, 11.00 a.m., (b) in the case of EURIBOR, 11.00 a.m., (c) in the case of BBSW, 10.30 a.m. (or at such other time at which BBSW customarily appears on the Relevant Screen Page), (d) in the case of BKBM, 10.45 a.m., (e) in the case of HIBOR, 11.00 a.m., (f) in the case of BA-CDOR, 10.00 a.m., and (g) in the case of SIBOR, 11.00 a.m., each as specified in the relevant Final Terms.

- (iii) *Screen Rate Determination for Floating Rate PR Debt Instruments referencing SONIA*

- (A) Where “Screen Rate Determination” is specified in the relevant Final Terms as the manner in which the Interest Rate is to be determined and the Reference Rate is specified in the relevant Final Terms as being “Compounded Daily SONIA”, the Interest Rate for a SONIA Interest Accrual Period (as defined below) will, subject as provided below, be the Compounded Daily SONIA Formula Rate with respect to such SONIA Interest Accrual Period plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

In these Conditions:

“**Compounded Daily SONIA Formula Rate**” means, with respect to a SONIA Interest Accrual Period, the rate of return of a daily compound interest investment in Sterling (with the Sterling Overnight Index Average as the reference rate for the calculation of interest) as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards):

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

where:

“**d**” is the number of calendar days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant SONIA Interest Accrual Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

“ d_o ” is the number of London Banking Days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant SONIA Interest Accrual Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

“ i ” is a series of whole numbers from one to d_o , each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant SONIA Interest Accrual Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

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

“ n_i ”, for any London Banking Day “ i ”, means the number of calendar days from (and including) such London Banking Day “ i ” up to (but excluding) the following London Banking Day;

“**Observation Period**” means, in respect of a SONIA Interest Accrual Period, the period from (and including) the date falling “ p ” London Banking Days prior to the first day of the relevant SONIA Interest Accrual Period to (but excluding) the date falling “ p ” London Banking Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SONIA Interest Accrual Period) the date on which the relevant payment of interest falls due;

“ p ” means:

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the number of London Banking Days included in the "Lag Lookback Period (p)" in the relevant Final Terms (or, if no such number is so specified, five London Banking Days); or

- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the number of London Banking Days included in the "Observation Shift Period" in the relevant Final Terms (or, if no such number is so specified, five London Banking Days);

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

"SONIA_i" means, in respect of any London Banking Day "i":

- (a) where "Lag" is specified as the Observation Method in the relevant Final Terms, the SONIA reference rate in respect of the London Banking Day falling "p" London Banking Days prior to the relevant London Banking Day "i"; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the SONIA reference rate in respect of the relevant London Banking Day "i"

- (B) Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Final Terms as being "SONIA Index Determination", the Rate of Interest for a SONIA Interest Accrual Period will, subject as provided below, be the SONIA Compounded Index Rate with respect to such SONIA Interest Accrual Period plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

"SONIA Compounded Index Rate" means, with respect to a SONIA Interest Accrual Period, the rate of return of a daily compound interest investment as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest fourth decimal place, with 0.00005 being rounded upwards):

$$\left(\frac{SONIA \text{ Compounded Index}_{End}}{SONIA \text{ Compounded Index}_{Start}} - 1 \right) \times \frac{365}{d}$$

where:

"d" is the number of calendar days from (and including) the day in relation to which "SONIA Compounded IndexStart" is determined to (but excluding) the day in relation to which "SONIA Compounded IndexEnd" is determined (being the number of calendar days in the applicable reference period);

“London Banking Day” has the meaning set out in Condition 5.3(b)(iii)(A);

“Relevant Number” is as specified in the relevant Final Terms;

“SONIA Compounded Index_{End}” means the SONIA Compounded Index value relating to the London Banking Day falling the Relevant Number of London Banking Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SONIA Interest Accrual Period) the date on which the relevant payment of interest falls due;

“SONIA Compounded Index_{Start}” means the SONIA Compounded Index value relating to the London Banking Day falling the Relevant Number of London Banking Days prior to the first day of the relevant SONIA Interest Accrual Period; and

“SONIA Compounded Index” means, with respect to any London Banking Day, the value of the SONIA Compounded Index that is provided by the administrator of the SONIA reference rate to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) in respect of such London Banking Day.

If the relevant SONIA Compounded Index is not published or displayed by the administrator of the SONIA reference rate or other information service at the Relevant Time specified in the relevant Final Terms on the relevant Interest Determination Date, the SONIA Compounded Index Rate for the applicable Interest Period for which the SONIA Compounded Index is not available shall be the "Compounded Daily SONIA Formula Rate" determined in accordance with the foregoing as if the Reference Rate specified in the relevant Final Terms were "Compounded Daily SONIA Formula" (and not "SONIA Index Determination"), and for these purposes: (i) the "Observation Method" shall be deemed to be "Observation Shift", and (ii) the "Observation Shift Period" shall be deemed to be equal to the Relevant Number of London Banking Days, as if those alternative elections had been made in the relevant Final Terms.

- (C) Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Final Terms as being "Average SONIA", the Rate of Interest for a SONIA Interest Accrual Period will, subject as provided below, be the Average SONIA Rate with respect to such SONIA Interest Accrual Period plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

“Average SONIA Rate” means, with respect to a SONIA Interest Accrual Period, the arithmetic mean of the SONIA reference rate in effect during such SONIA Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage

will be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards):

$$\frac{\sum_{i=1}^{d_0} SONIA_i \times n_i}{d}$$

where “**d**”, “**i**”, “**SONIA reference rate**”, “**SONIA_i**”, “**n_i**” and “**d**” have the meanings set out in Condition 5.3(b)(iii)(A).

- (D) For the purposes of Conditions 5.3(b)(iii)(A) and 5.3(b)(iii)(C) above, if, in respect of any London Banking Day in the relevant Observation Period or the relevant SONIA Interest Accrual Period, as applicable, the Calculation Agent determines that the applicable SONIA reference rate has not been made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the Calculation Agent shall determine the SONIA reference rate in respect of such London Banking Day as being:

- (1) (a) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at 5.00 p.m. (or, if earlier, close of business) on such London Banking Day; plus (b) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days in respect of which the SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and the lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
- (2) if the Bank Rate under (1)(a) above is not available at the relevant time, either (a) the SONIA reference rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day in respect of which the SONIA reference rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (b) if this is more recent, the latest rate determined under (1)(a) above,

and in each case “**SONIA reference rate**” shall be interpreted accordingly.

- (E) In the event that the Interest Rate cannot be determined in accordance with the foregoing provisions, the Interest Rate shall be:
- (1) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Interest Rate and/or Minimum Interest Rate is to be applied to the relevant SONIA Interest Accrual Period from that which applied to the last preceding SONIA Interest Accrual Period, the Margin, Maximum Interest Rate and/or Minimum Interest Rate (as the case may be) relating to the relevant SONIA Interest Accrual Period, in place of the Margin, Maximum Interest Rate and/or Minimum Interest

Rate (as applicable) relating to that last preceding SONIA Interest Accrual Period); or

- (2) if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to such Series of PR Debt Instruments for the first scheduled Interest Period had the PR Debt Instruments been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (and applying the Margin and, if applicable, any Maximum Interest Rate and/or Minimum Interest Rate, applicable to the first scheduled Interest Period).
- (F) As used herein, an “**SONIA Interest Accrual Period**” means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the relevant Series of PR Debt Instruments becomes due and payable in accordance with Condition 9, shall be the date on which such PR Debt Instruments become due and payable).
- (G) If the relevant Series of PR Debt Instruments becomes due and payable in accordance with Condition 9, the final Interest Rate shall be calculated for the SONIA Interest Accrual Period to (but excluding) the date on which the PR Debt Instruments become so due and payable, and such Interest Rate shall continue to apply to the PR Debt Instruments for so long as interest continues to accrue thereon as provided in Condition 5.3(a) and the Agency Agreement.
- (iv) *Screen Rate Determination for Floating Rate PR Debt Instruments referencing SOFR*
 - (A) Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Final Terms as being "SOFR Arithmetic Mean", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR Arithmetic Mean with respect to such SOFR Interest Accrual Period plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

“**SOFR Arithmetic Mean**” means, with respect to a SOFR Interest Accrual Period, the arithmetic mean of the SOFR rates for each day during such SOFR Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date, where the SOFR rate on the SOFR Rate Cut-Off Date shall be used for the days in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due.

- (B) Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Final Terms as being "SOFR Delay Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-DELAY-COMPOUND plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

"SOFR-DELAY-COMPOUND" means, with respect to a SOFR Interest Accrual Period, the rate of return of a daily compounded interest investment calculated by the Calculation Agent on each SOFR Interest Payment Determination Date, as follows:

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

where:

"d" means the number of calendar days in the relevant SOFR Interest Accrual Period;

"d₀", for any SOFR Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant SOFR Interest Accrual Period;

"i" means a series of whole numbers from one to d₀, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant SOFR Interest Accrual Period;

"SOFR Interest Accrual Period End Dates" means the dates specified in the relevant Final Terms, ending on the Maturity Date or, if the PR Debt Instruments are elected to be redeemed on any earlier redemption date, the redemption date;

"SOFR Interest Payment Determination Date" means the SOFR Interest Accrual Period End Date at the end of each SOFR Interest Accrual Period; provided that the SOFR Interest Payment Determination Date with respect to the final SOFR Interest Accrual Period will be the SOFR Rate Cut-Off Date;

"n_i", for any U.S. Government Securities Business Day "i" in the relevant SOFR Interest Accrual Period, is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1"); and

"SOFR_i" means, for any U.S. Government Securities Business Day "i" in the relevant SOFR Interest Accrual Period, SOFR in respect of that day "i"; provided that, for purposes of calculating compounded SOFR with respect to the final SOFR Interest Accrual Period, the level of SOFR for each U.S. Government Securities Business Day in the period from and including the SOFR Rate Cut-Off Date to, but

excluding, the maturity date or any earlier redemption date, as applicable, shall be the level of SOFR in respect of such SOFR Rate Cut-Off Date.

- (C) Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Final Terms as being "SOFR Index Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-INDEX-COMPOUND plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

"SOFR-INDEX-COMPOUND" means, with respect to a SOFR Interest Accrual Period, the rate calculated by the Calculation Agent on each SOFR Index Determination Date, as follows:

$$\left(\frac{\text{SOFR Index}_{\text{End}}}{\text{SOFR Index}_{\text{Start}}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

where:

"d_c" means the number of calendar days from and including the SOFR Index_{Start} date to but excluding the SOFR Index_{End} date;

"p" means in relation to any SOFR Interest Accrual Period, the number of U.S. Government Securities Business Days specified in the relevant Final Terms;

"SOFR Index_{End}" means the SOFR Index value on the day which is "p" U.S. Government Securities Business days preceding (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due (each, a **"SOFR Index Determination Date"**); and

"SOFR Index_{Start}" means the SOFR Index value on the day which is "p" U.S. Government Securities Business days preceding the first date of the relevant SOFR Interest Accrual Period.

- (D) Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Final Terms as being "SOFR Lockout Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-LOCKOUT-COMPOUND plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

"SOFR-LOCKOUT-COMPOUND" means, with respect to a SOFR Interest Accrual Period, the rate of return of a daily compounded interest investment calculated by the Calculation Agent on each SOFR Rate Cut-Off Date, as follows:

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

where:

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

“**d₀**”, for any SOFR Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant SOFR Interest Accrual Period;

“**i**” means a series of whole numbers from one to **d₀**, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant SOFR Interest Accrual Period;

“**n_i**” for any U.S. Government Securities Business Day “**i**” in the relevant interest period means the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”);

“**SOFR_i**” means, for any U.S. Government Securities Business Day “**i**” that is a SOFR Interest Reset Date, SOFR in respect of such SOFR Interest Reset Date; provided, however, that the SOFR with respect to each SOFR Interest Reset Date in the period from and including, the SOFR Rate Cut-Off Date to, but excluding, the corresponding interest payment date of an interest period, will be the SOFR with respect to the SOFR Rate Cut-Off Date for such interest period; and

“**SOFR Interest Reset Date**” means each U.S. Government Securities Business Day in the relevant SOFR Interest Accrual Period.

- (E) Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Final Terms as being "SOFR Lookback Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-LOOKBACK-COMPOUND plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

“**SOFR-LOOKBACK-COMPOUND**” means, with respect to a SOFR Interest Accrual Period, the rate of return of a daily compounded interest investment calculated by the Calculation Agent on each SOFR Interest Determination Date, as follows:

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

where:

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

“**d₀**”, for any interest period, means the number of U.S. Government Securities Business Days in the relevant SOFR Interest Accrual Period;

“**i**” means a series of whole numbers from one to **d₀**, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant SOFR Interest Accrual Period;

“**SOFR Interest Determination Date**” means, the date “**p**” U.S. Government Securities Business Days before (A) (in the case of each Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due;

“**n_i**” for any U.S. Government Securities Business Day “**i**” in the relevant SOFR Interest Accrual Period means the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”);

“**p**” means the number of U.S. Government Securities Business Days specified in the relevant Final Terms; and

“**SOFR_{i-pUSGSBD}**” means, for any U.S. Government Securities Business Day “**i**” in the relevant SOFR Interest Accrual Period, the SOFR in respect of the U.S. Government Securities Business Day falling “**p**” U.S. Government Securities Business Days prior to that day “**i**”.

- (F) Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Final Terms as being "SOFR Shift Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-SHIFT-COMPOUND plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

“**SOFR-SHIFT-COMPOUND**” means, with respect to a SOFR Interest Accrual Period, the rate of return of a daily compounded interest investment calculated by the Calculation Agent on each SOFR Interest Determination Date, as follows:

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

where:

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

“**d₀**”, for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period;

“**i**” means a series of whole numbers from one to d₀, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period;

“**SOFR Interest Determination Date**” means, the date “**p**” U.S. Government Securities Business Days before (A) (in the case of each Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due;

“**n_i**” for any U.S. Government Securities Business Day “**i**” in the relevant Observation Period means the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”);

“**SOFR_i**” means, for any U.S. Government Securities Business Day “**i**” in the relevant Observation Period, SOFR in respect of that day “**i**”;

“**Observation Period**” means, the period from, and including, the date “**p**” U.S. Government Securities Business Days preceding the first date in each SOFR Interest Accrual Period to, but excluding, the date “**p**” U.S. Government Securities Business Days preceding (A) (in the case of each Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due; and

“**p**” means the number of U.S. Government Securities Business Days specified in the relevant Final Terms.

(G) Notwithstanding any other provisions in these Conditions, if: (i) the Benchmark is SOFR or SOFR Index; and (ii) any Rate of Interest (or any component part thereof) remains to be determined by reference to the Benchmark, then the following provisions of this Condition 1.1.1(a)(i)(i)(G) shall apply:

- (1) If the Issuer or designee (which may be an affiliate of the Issuer), after consulting with the Issuer, determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then current Benchmark, the Benchmark Replacement will replace the then current Benchmark for all purposes relating to the PR Debt Instruments in respect of all determinations on such date and for all determinations on all subsequent dates.
- (2) In connection with the implementation of a Benchmark Replacement, the Issuer or its designee, after consulting with

the Issuer, will have the right to make Benchmark Replacement Conforming Changes from time to time.

- (3) If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any determination, decision or election that may be made by the Issuer or its designee, after consulting with the Issuer, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection: (i) will be conclusive and binding absent manifest error; (ii) will be made by the Issuer, in its sole discretion, or by its designee, after consulting with the Issuer, as applicable; and (iii) notwithstanding anything to the contrary in the documentation relating to the PR Debt Instruments, shall become effective without consent from the holders of the PR Debt Instruments or any other party.

For the purposes of this Condition 5.3(b)(iv):

“Benchmark” means, initially, SOFR or SOFR Index, as applicable; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or SOFR Index, as applicable, or the then current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Issuer or its designee, after consulting with the Issuer, of the Benchmark Replacement Date:

- (a) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then current Benchmark and (ii) the Benchmark Replacement Adjustment;
- (b) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment; or
- (c) the sum of: (i) the alternate rate of interest that has been selected by the Issuer or its designee, after consulting with the Issuer, as the replacement for the then current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then current Benchmark for U.S. dollar-denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment.

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

- (a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

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

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the interest period, timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters (including changes to the fallback provisions)) that we or our designee, after consulting with us, decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if we or our designee, after consulting with us, decides that adoption of any portion of such market practice is not administratively feasible or if we or our designee, after consulting with us, determines that no market practice for use of the Benchmark Replacement exists, in such other manner as we or our designee, after consulting with us, determines is reasonably necessary).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then current Benchmark (including the daily published component used in the calculation thereof):

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

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

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

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

administrator that will continue to provide the Benchmark (or such component);

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

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

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

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

“Reference Time” with respect to any determination of the Benchmark means (i) if the Benchmark is SOFR, the SOFR Determination Time, (ii) if the Benchmark is SOFR Index, the SOFR Index Determination Date, and (iii) if the Benchmark is neither SOFR nor SOFR Index, the time determined by the Issuer or its designee, after consulting with the Issuer, after giving effect to the Benchmark Replacement Conforming Changes.

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

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

- (a) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day as published by the New York

Federal Reserve, as the administrator of such rate (or a successor administrator), on the New York Federal Reserve's Website (or such successor administrator's website) on or about 3:00 P.M., New York City time, on the immediately following U.S. Government Securities Business Day (the "**SOFR Determination Time**"); or

- (b) if the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day does not appear as specified in clause (a) above, unless both a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Secured Overnight Financing Rate in respect of the first preceding U.S. Government Securities Business Day for which such rate was published on the New York Federal Reserve's Website (or such successor administrator's website); or
- (c) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Benchmark Replacement.

"SOFR Index" means, with respect to any U.S. Government Securities Business Day:

- (a) the value as published by the New York Federal Reserve, as the administrator of such index (or a successor administrator), on the New York Federal Reserve's Website (or such successor administrator's website) on or about 5:00 P.M., New York City time, on such U.S. Government Securities Business Day; or
- (b) if such value in respect of such U.S. Government Securities Business Day does not appear as specified in clause (a) above, unless both a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, SOFR-INDEX-COMPOUND shall be the rate determined pursuant to the SOFR Index Unavailable Provision; or
- (c) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Benchmark Replacement.

"SOFR Index Unavailable Provision" means if a SOFR Index_{Start} or SOFR Index_{End} is not published on the associated SOFR Index Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to SOFR Index, SOFR-INDEX-COMPOUND means, for the applicable interest period for which SOFR Index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for "SOFR Averages", and definitions required for such formula, published on the New York Federal Reserve's Website. For the purposes of this provision, references in the SOFR Averages compounding formula and related definitions to "calculation period" shall be replaced with "Observation Period" and the words "that is, 30-, 90-, or 180- calendar days" shall be removed. If the daily SOFR ("**SOFR_i**") does not so appear for any day, "i" in the Observation Period, SOFR_i for such day "i" shall be SOFR published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the New York Federal Reserve's Website.

“SOFR Interest Accrual Period” means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the relevant Series of PR Debt Instruments becomes due and payable in accordance with Condition 9, shall be the date on which such PR Deb Instruments become due and payable).

“SOFR Rate Cut-Off Date” means the date that is the second U.S. Government Securities Business Day prior (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period, or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due, or such other date specified in the relevant Final Terms.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

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

(c) *Minimum and/or Maximum Interest Rate*

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

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

(d) *Fallback Interest Rate*

(i) Notwithstanding any other provision under these Conditions, if the Issuer (acting in good faith and in a commercially reasonable manner) determines that a Benchmark Disruption Event has occurred when any Interest Rate calculated in accordance with Conditions 5.3(b)(i), 5.3(b)(ii) or 5.3(b)(iii) (or the relevant component part thereof) remains to be determined by reference to such Reference Rate affected by the Benchmark Disruption Event, then the following provisions shall apply:

- (a) if there is a Successor Rate, then the Calculation Agent shall use such Successor Rate in place of the Reference Rate;
- (b) if there is no Successor Rate, but an Alternative Rate has been determined, the Calculation Agent shall use such Alternative Rate in place of the Reference Rate; and

- (c) the Calculation Agent may:
 - (A) in respect of a Successor Rate only, where an Adjustment Spread is formally recommended, or provided as an option for parties to adopt (which, in each case, the Independent Adviser or the Issuer (as the case may be), acting in good faith and in a commercially reasonable manner and by reference to sources as it deems appropriate, has determined is required to be adopted to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to PR Debt Instrument Holders as a result of the replacement of the Reference Rate with the Successor Rate) by any Relevant Nominating Body and such Adjustment Spread has been notified to the Calculation Agent, apply such Adjustment Spread to the Successor Rate for each subsequent determination of a relevant Interest Rate (or a component part thereof) by reference to such Successor Rate; or
 - (B) in respect of a Successor Rate, where no such Adjustment Spread is formally recommended or provided as an option by any Relevant Nominating Body or, in respect of an Alternative Rate, the Independent Adviser or the Issuer (as the case may be), acting in good faith and in a commercially reasonable manner and by reference to such sources as it deems appropriate, determines that there is an Adjustment Spread in customary market usage in the international debt capital markets for transactions which reference the Reference Rate, where such Reference Rate has been replaced by the Successor Rate or Alternative Rate (as the case may be), in accordance with the Issuer's written instructions, apply such Adjustment Spread to the Successor Rate or Alternative Rate (as the case may be) for each subsequent determination of a relevant Interest Rate (or a component part thereof) by reference to such Successor Rate or Alternative Rate; and
- (d) the Independent Adviser or the Issuer (as the case may be) may determine (acting in good faith and in a commercially reasonable manner) in its sole discretion, after consulting any source it deems reasonable, the Business Day Convention, the definitions of Business Day, Day Count Fraction, Relevant Screen Page, Relevant Time, Reference Rate and Interest Determination Date and any other relevant methodology for calculating such Successor Rate or Alternative Rate, including any adjustment factor it determines is needed to make such Successor Rate or Alternative Rate comparable to the relevant Reference Rate, in a manner that is consistent with industry-accepted practices for such Successor Rate or Alternative Rate and shall notify the Calculation Agent of such determination.
- (ii) Unless otherwise specified in the relevant Final Terms, if:
 - (a) the Calculation Agent is unable to determine a rate (or, as the case may be, the arithmetic mean of rates); or

- (b) the Calculation Agent is unable to use a Successor Rate; or
- (c) the Independent Adviser or the Issuer is unable to (or in the case of the Issuer, elects not to) determine the Alternative Rate,

in each case, in accordance with the above provisions, the Interest Rate applicable to the PR Debt Instruments during the next succeeding Interest Period will be the Interest Rate applicable to the PR Debt Instruments during the immediately preceding Interest Period (with adjustment for any change in the Margin, Maximum Interest Rate or Minimum Interest Rate). For the avoidance of doubt, this Condition 5.3(d)(ii) shall apply to the next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in this Condition 5.3.

- (iii) The Issuer may make the necessary modifications to these Conditions and/or the Agency Agreement to give effect to this Condition 5.3(d) without any requirement for the consent or approval of the PR Debt Instrument Holders or Couponholders (if any).

For the avoidance of doubt and notwithstanding any other provision of this Condition 5.3, in determining any adjustment factor or other relevant methodology for the purposes of Condition 5.3(d)(i), the Issuer shall not and shall not be obliged to apply and may discount any adjustment factor or methodology the application of which may constitute it an administrator for the purposes of Regulation (EU) 2016/1011.

For the purposes of this Condition 5.3(d):

“Adjustment Spread” means either a spread, or the formula or methodology for calculating a spread and the spread resulting from such calculation, which spread may in either case be positive, negative or zero and is to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to PR Debt Instrument Holders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

“Alternative Rate” means an alternative rate for the relevant Interest Period which has been:

- (a) determined at the request of the Issuer by the Independent Adviser (acting in good faith and in a commercially reasonable manner) in its sole discretion; or
- (b) if the Issuer is unable to appoint an Independent Adviser, then, if it elects to do so, determined by the Issuer (acting in good faith and in a commercially reasonable manner) in its sole discretion,

in each case, after consulting such sources the Independent Adviser or the Issuer (as the case may be) deems reasonable, to be:

- (i) the most comparable alternative rate to the relevant Reference Rate; and
- (ii) used in place of the Reference Rate in customary market usage in the international debt capital markets,

and which has been notified to the Calculation Agent by the Issuer.

“Benchmark Disruption Event” means:

- (a) the relevant Reference Rate specified in the Final Terms has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (b) the Issuer determines after consulting with the Independent Adviser (if so appointed) that, a change in the generally accepted market practice in the international debt capital markets to refer to a Reference Rate is endorsed in a public statement or publication of information by a Relevant Nominating Body despite the continued existence of the applicable Reference Rate.

“Independent Adviser” means an independent financial institution of international repute or other independent financial adviser with appropriate expertise in the international debt capital markets, in each case appointed by the Issuer at its own expense.

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

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

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

(e) *Rounding*

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Yen, which shall be rounded down to the nearest Yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

(f) *Determination of the Interest Rate and Calculation of interest amount payable*

The Calculation Agent will, as soon as practicable on or after determining the Interest Rate in relation to each Interest Period, calculate the amount of interest payable for the relevant Interest Period (or other Interest Accrual Period) in respect of the nominal amount of each denomination of such PR Debt Instruments. The amount of interest payable will be calculated by multiplying the product of the Interest Rate for such Interest Period and the outstanding nominal amount by the applicable Day Count Fraction and rounding the resultant figure to the nearest unit of the currency in which

the relevant PR Debt Instruments are denominated or, as the case may be, in which such interest is payable (an amount equal to or above one half of any such unit being rounded upwards).

5.4 Interest – Fixed/Floating

If Fixed/Floating Rate Interest Basis is specified as being applicable in the relevant Final Terms, each PR Debt Instrument bears interest from (and including) the Interest Commencement Date (which unless otherwise specified in the relevant Final Terms shall be the Issue Date) at the applicable rates of interest determined in accordance with this Condition 5.4, and such interest will be payable in arrear on the relevant Interest Payment Date (as defined below).

If Fixed/Floating Rate Interest Basis is specified as being applicable in the relevant Final Terms, the basis upon which interest accrues (and on which the rate of interest shall be determined) will (unless the PR Debt Instruments are redeemed or purchased and cancelled prior to the Interest Basis Conversion Date) change from one interest basis (the “**First Interest Basis**”) to another (the “**Second Interest Basis**”).

The First Interest Basis shall apply to any Interest Period in the First Interest Basis Period and the Second Interest Basis shall apply to any Interest Period in the Second Interest Basis Period.

The rate of interest for any Interest Period, and the amount of interest payable on each Interest Payment Date in respect of such Interest Period, shall be determined by the Agent or (if specified in the relevant Final Terms) the Calculation Agent, as applicable, in accordance with (i) if the relevant Interest Basis is specified in the relevant Final Terms to be Fixed Rate, Condition 5.2 or (ii) if the relevant Interest Basis is specified in the relevant Final Terms to be Floating Rate, Condition 5.3. If an Interest Basis for an Interest Basis Period is specified in the relevant Final Terms as being Floating Rate, the notification and publication requirements of Condition 5.5(b) shall apply in respect of each Interest Period falling within such Interest Basis Period.

If the Second Interest Basis is specified to be Floating Rate in the relevant Final Terms and the Interest Basis Conversion Date is not a Business Day for the purposes of determining the Interest Rate in accordance with Condition 5.5(b), the Interest Determination Date for the Interest Period immediately following the Interest Basis Conversion Date shall be the Business Day immediately preceding the Interest Basis Conversion Date.

For the purposes of this Condition 5.4:

“**First Interest Basis Period**” means the period from (and including) the Interest Commencement Date to (but excluding) the Interest Basis Conversion Date.

“**Interest Basis**” means the First Interest Basis or the Second Interest Basis, as applicable.

“**Interest Basis Conversion Date**” shall have the meaning specified in the relevant Final Terms.

“**Interest Basis Period**” means the First Interest Basis Period or the Second Interest Basis Period, as applicable.

“**Interest Payment Date(s)**” means, in relation to each Interest Basis:

(A) the Interest Payment Date(s) in each year specified in the relevant Final Terms; or

- (B) if no express Interest Payment Date(s) is/are specified in the relevant Final Terms, each date which falls the number of months or other period specified as the Interest Period in the relevant Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date that falls within the First Interest Basis Period, after the Interest Commencement Date.

“Second Interest Basis Period” means the period from (and including) the Interest Basis Conversion Date to (but excluding) the Maturity Date.

5.5 Interest - supplemental provisions

- (a) *Interest Payment Dates and Interest Periods*

Interest on each PR Debt Instrument will be payable in arrear at such intervals and on such dates as are specified in the relevant Final Terms and at the Maturity Date of such PR Debt Instrument (each an **“Interest Payment Date”**). The period beginning on (and including) the Issue Date of a PR Debt Instrument (or other date specified in the relevant Final Terms as the Interest Commencement Date) and ending on (but excluding) the first Interest Payment Date, and each period thereafter from (and including) an Interest Payment Date to (but excluding) the next following Interest Payment Date, is referred to in these Conditions as an **“Interest Period”**. The I&P Agent must notify the London Stock Exchange of each Interest Period for PR Debt Instruments listed on the London Stock Exchange.

- (b) *Notification of Interest Rate, interest payable and other items*

Except where the Reference Rate is specified in the relevant Final Terms as being “Compounded Daily SONIA”, “SONIA Index Determination”, “Average SONIA”, “SOFR Arithmetic Mean”, “SOFR Delay Compound”, “SOFR Index Compound”, “SOFR Lockout Compound”, “SOFR Lookback Compound” or “SOFR Shift Compound”, the Calculation Agent will cause each Interest Rate, the amount of interest payable, (in respect of Condition 5.3(d)) the fallback interest rate or any relevant adjustments and each other amount, item or date, as the case may be, determined or calculated by it to be notified to the Issuer and, in the case of Bearer PR Debt Instruments, the I&P Agent or, in the case of Registered PR Debt Instruments, the Registrar, the London Stock Exchange and to be notified to PR Debt Instrument Holders in accordance with Condition 18 as soon as practicable after such determination or calculation but in any event not later than the fourth Banking Day in the Relevant Financial Centre (as defined in Condition 5.3) thereafter. The Calculation Agent will be entitled to amend any such amount, item or date (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period and such amendment will be notified in accordance with the previous sentence.

Where the Reference Rate is specified in the relevant Final Terms as being “Compounded Daily SONIA”, “SONIA Index Determination”, “Average SONIA”, “SOFR Arithmetic Mean”, “SOFR Delay Compound”, “SOFR Index Compound”, “SOFR Lockout Compound”, “SOFR Lookback Compound” or “SOFR Shift Compound”, the Calculation Agent, will cause the Interest Rate and each Interest Amount for each SONIA Interest Accrual Period or SOFR Interest Accrual Period (as applicable) and the relevant Interest Payment Date to be notified to (i) the Issuer, and (ii) to any stock exchange on which the relevant Floating Rate PR Debt Instruments are for the time being listed and, in each case, to be published in accordance with Condition 18 as soon as possible after their determination but in no event later than the second (a)

(where the Reference Rate is specified in the relevant Final Terms as being “Compounded Daily SONIA”, “SONIA Index Determination” or “Average SONIA”) London Banking Day (as defined in Condition 5.3(b)(iii) above); or (b) (where the Reference Rate is specified in the relevant Final Terms as being “SOFR Arithmetic Mean”, “SOFR Delay Compound”, “SOFR Index Compound”, “SOFR Lockout Compound”, “SOFR Lookback Compound” or “SOFR Shift Compound”) U.S. Government Securities Business Day (as defined in Condition 5.3(b)(iv) above), thereafter. Each Interest Rate, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the relevant SONIA Interest Accrual Period or SOFR Interest Accrual Period (as applicable). Any such amendment or alternative arrangements will promptly be notified by the Calculation Agent to the Issuer and to any stock exchange on which the relevant Floating Rate PR Debt Instruments are for the time being listed and to the Holders in accordance with Condition 18.

(c) *Determination final*

The determination by the Calculation Agent of all amounts, items and dates falling to be determined by it pursuant to these Conditions (including, without limitation, the Interest Rate for any Interest Period and the amount of interest payable for any Interest Period in respect of any PR Debt Instrument) shall, in the absence of manifest error, be final and binding on all parties.

(d) *Accrual of interest*

Interest shall accrue on the outstanding nominal amount of each PR Debt Instrument on the paid up nominal amount of such PR Debt Instrument. Interest will cease to accrue as from the due date for redemption of a PR Debt Instrument unless (except in the case of any payment where presentation and/or surrender of the relevant PR Debt Instrument is not required as a precondition of payment) upon due presentation and/or surrender of the relevant PR Debt Instrument, the relevant payment is not made in which case interest will continue to accrue thereon (after as well as before any demand or judgment) at the rate then applicable to the outstanding nominal amount of the PR Debt Instruments or such other default rate (if any) as may be specified in the relevant Final Terms until the date on which, upon (except in the case where presentation and/or surrender of the relevant PR Debt Instrument is not required as a precondition of payment) due presentation and/or surrender of the relevant PR Debt Instrument, the relevant payment is made or, if earlier (except in the case where presentation and/or surrender of the relevant PR Debt Instrument is not required as a precondition of payment), the seventh day after the date on which, the I&P Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice of that circumstance is given to the PR Debt Instrument Holder in accordance with Condition 18 (except to the extent that there is failure in the subsequent payment thereof to the relevant PR Debt Instrument Holder).

(e) *Business Day Convention*

If the “**Business Day Convention**” is specified in the relevant Final Terms to be:

- (i) the “**Floating Rate Convention**”, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event:

- (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day; and
- (B) each subsequent Interest Payment 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 relevant Final Terms after the preceding applicable Interest Payment Date occurred; or
- (ii) the “**Following Business Day Convention**”, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (iii) the “**Modified Following Business Day Convention**”, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day;
- (iv) the “**Preceding Business Day Convention**”, such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (v) “**No Adjustment**”, such Interest Payment Date shall not be adjusted in accordance with any Business Day Convention.
- (f) *Day Count Fraction*

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “**Actual/365**” or “**Actual/Actual**” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Interest Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

- “**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- “**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (v) if “**30E/360**” or “**Eurobond basis**” is specified in the relevant Final Terms, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

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

where:

- “**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;
- “**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and
- “**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30;

- (vi) if “**30E/360 (ISDA)**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

- “**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

- “**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;
- “**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;
- “**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and
- “**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30;
- (vii) if “**Australian Bond Basis**” is specified in the relevant Final Terms, one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, 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:
- (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)); or
- (viii) if “**Actual/Actual-ICMA**” is specified in the relevant Final Terms:
- (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Periods normally ending in any year; and
 - (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (aa) the number of days in such Determination Period and (ab) the number of Determination Periods normally ending in any year; and
 - (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (aa) the number of days in such Determination Period and (ab) the number of Determination Periods normally ending in any year,

where:

“Determination Period” means the period from and including an Interest Determination Date in any year to but excluding the next Interest Determination Date; and

“Calculation Period” means the relevant period for which interest is to be calculated (from and including the first such day to but excluding the last).

5.6 Zero Coupon PR Debt Instruments

If the amount due and payable in respect of a Zero Coupon PR Debt Instrument on the redemption date is not paid when due, the Interest Rate for any such overdue principal shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield specified in the relevant Final Terms.

5.7 Definitions

In these Conditions:

“Additional Business Centre” means any city specified as such in the relevant Final Terms.

“Banking Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business.

“Business Day” means:

- (a) in the case of a Specified Currency other than Euro, U.S. Dollars or Renminbi, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer PR Debt Instrument, or the Registrar, in the case of a Registered PR Debt Instrument) the principal financial centre for that currency which, if the currency is Australian Dollars, shall be Sydney; and/or
- (b) in the case of U.S. Dollars, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in New York City (unless otherwise agreed between the Issuer, each relevant Agent and Registrar); and/or
- (c) in the case of Euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer PR Debt Instrument, or the Registrar, in the case of a Registered PR Debt Instrument) London and a day on which the Trans-European Automated Real-Time Gross-Settlement Express Transfer TARGET 2 System (**“TARGET 2”**) is operating; and/or
- (d) in the case of Renminbi, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks are generally open for business and settlement of Renminbi payments in Hong Kong or such other principal financial centre as may be agreed from time to time by the Issuer and the relevant Dealer(s); and/or
- (e) in the case of a Specified Currency and/or one or more Additional Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the Specified Currency in (unless otherwise

agreed between the Issuer and the I&P Agent, in the case of a Bearer PR Debt Instrument, or the Registrar, in the case of a Registered PR Debt Instrument) the Additional Business Centre(s) or, if no currency is specified, generally in each of the Additional Business Centres so specified; and/or

- (f) if a PR Debt Instrument is to be issued or paid on such Business Day a day on which each relevant Clearing System is operating.

“Calculation Agent” means Citibank, N.A., London Branch and any other person appointed as calculation agent by the Issuer, provided that if there is a Benchmark Disruption Event, the Issuer will appoint another person as calculation agent.

“Clearing System” means Euroclear Bank SA/NV (**“Euroclear”**), Clearstream Banking, S.A. (**“Clearstream, Luxembourg”**), the Central Moneymarkets Unit Service (**“CMU Service”**), Austraclear Limited (ABN 94 002 060 773), as operator of the Austraclear System (**“Austraclear”**) and/or any other clearing system specified in the relevant Final Terms.

“Reference Banks” means the institutions specified as such in the relevant Final Terms or, if none, four major banks selected by the Issuer in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Reference Rate.

“Representative Amount” means the amount so specified in the relevant Final Terms or, if none, an amount that is representative for a single transaction in the relevant market at the relevant time.

6 Redemption and Purchase

6.1 Redemption

Unless previously redeemed or purchased and cancelled, each PR Debt Instrument will be redeemed on its Maturity Date as specified in the relevant Final Terms at its maturity redemption amount (**“Maturity Redemption Amount”**) (which shall be its outstanding nominal amount or such other Maturity Redemption Amount as may be specified in or determined in accordance with the relevant Final Terms).

6.2 Redemption at the option of the Issuer

The Issuer may (if this Condition 6.2 is specified in the relevant Final Terms as being applicable) having given at least 30 days but not more than 60 days' notice (or such period as specified in the relevant Final Terms) to PR Debt Instrument Holders in accordance with Condition 18 (which notice must comply with the following paragraph and shall be irrevocable) and subject to satisfaction of any relevant conditions specified in the relevant Final Terms redeem all (but not, unless and to the extent that the relevant Final Terms specify otherwise, some only) of the PR Debt Instruments on the date specified in the Final Terms (**“Optional Redemption Date”**) at their early redemption amount (call) (**“Early Redemption Amount (Call)”**) (which shall be their outstanding nominal amount or a percentage of their outstanding nominal amount as specified in the Final Terms) together with accrued interest (if any) thereon.

The notice referred to in the preceding paragraph shall specify:

- (a) the Series of PR Debt Instruments subject to redemption;

- (b) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate nominal amount of the PR Debt Instruments of the relevant Series which are to be redeemed;
- (c) the due date for redemption;
- (d) the Early Redemption Amount (Call) at which such PR Debt Instruments are to be redeemed; and
- (e) whether or not accrued interest is to be paid upon redemption and, if so, the amount thereof or the basis or method of calculation thereof, all as specified in the relevant Final Terms.

In the case of a partial redemption of PR Debt Instruments, the PR Debt Instruments to be redeemed will be selected by the I&P Agent or in the case of a Tranche represented wholly by Registered PR Debt Instruments, the Registrar, and notice of the PR Debt Instruments called for redemption (together with the serial numbers thereof) will be published in accordance with Condition 18 not less than 15 days prior to the date fixed for redemption.

6.3 Redemption at the option of PR Debt Instrument Holders

The Issuer will (if this Condition 6.3 is specified in the relevant Final Terms as being applicable), at the option of any PR Debt Instrument Holder giving not less than 30 days but not more than 60 days (or such other period specified in the Final Terms), redeem such PR Debt Instruments on any day (being, in the case of an interest-bearing PR Debt Instrument one or more Interest Payment Dates) at its early redemption amount (put) (“**Early Redemption Amount (Put)**”) (which shall be its outstanding nominal amount or a percentage of its outstanding nominal amount as specified in the relevant Final Terms) together with accrued interest (if any) thereon.

To exercise such option, the PR Debt Instrument Holder must complete, sign and deposit at the specified office of, in the case of a Bearer PR Debt Instrument, the I&P Agent or, in the case of a Registered PR Debt Instrument, the Registrar or the Transfer Agent, a redemption notice in the form obtainable from the I&P Agent or the Registrar or the Transfer Agent (as applicable) not less than 45 days before the redemption date, deposit the relevant PR Debt Instrument (together, in the case of an interest-bearing Bearer PR Debt Instrument, with any unmatured Coupons and unexchanged Talons appertaining thereto and, in the case of a Registered PR Debt Instrument the relevant Certificate (if certificated)) with, in the case of a Bearer PR Debt Instrument, the I&P Agent or, in the case of a Registered PR Debt Instrument, the Registrar or the Transfer Agent.

6.4 Redemption for taxation reasons

If, in respect of the PR Debt Instruments of any Series the Issuer, on the occasion of the next payment due in respect of the PR Debt Instruments, would be required to pay any Additional Amounts referred to in Condition 8, then the Issuer may at its option give not more than 60 nor less than 30 days’ notice to each Agent and to the PR Debt Instrument Holders in accordance with Condition 18, and upon expiry of such notice shall redeem all but not some only of the PR Debt Instruments at their early redemption amount (tax) (“**Early Redemption Amount (Tax)**”) (which shall be their outstanding nominal amount or a percentage of their outstanding nominal amount as specified in the relevant Final Terms) together with accrued interest (if any) accrued to the due date for redemption).

Prior to publication of any such notice of redemption, the Issuer shall deliver to the I&P Agent a certificate signed by an authorised person of the Issuer showing that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion of legal advisers of recognised standing to the Issuer in its jurisdiction of incorporation to the effect that the Issuer would be required to make any such withholding or deduction.

Such notice shall be given promptly upon the occurrence of any of the above events.

6.5 Purchases

The Issuer or any of its Related Entities may at any time purchase PR Debt Instruments, Coupons or Talons (provided that, in the case of interest-bearing Bearer PR Debt Instruments, all unmatured Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) at any price in the open market or otherwise. If the Issuer proposes to purchase PR Debt Instruments by tender, such tender will be made available equally to all PR Debt Instrument Holders. Such PR Debt Instruments may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation. In this Condition 6.5, “**Related Entities**” has the meaning given to that term in the Corporations Act.

6.6 Cancellation

All PR Debt Instruments redeemed or purchased for cancellation by or on behalf of the Issuer, will forthwith be surrendered for cancellation to any Paying Agent (in the case of Bearer PR Debt Instruments) or the Registrar or the Transfer Agent (in the case of Registered PR Debt Instruments which are certificated) and must be surrendered together with, in the case of interest-bearing Bearer PR Debt Instruments, all unmatured Coupons and unexchanged Talons and accordingly may not be reissued or resold. All such PR Debt Instruments will be cancelled forthwith (together with all such Coupons and Talons) and the Issuer’s obligations in respect of such PR Debt Instruments shall be discharged upon such cancellation.

6.7 Zero Coupon PR Debt Instruments

In the case of Zero Coupon PR Debt Instruments, the Early Redemption Amount will be an amount (“**Amortised Face Amount**”) equal to the sum of:

- (a) the Reference Price (as specified in the relevant Final Terms); and
- (b) the product of the Accrual Yield (as specified in the relevant Final Terms) (compounded annually) being applied to the Reference Price (as specified in the relevant Final Terms) from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such PR Debt Instrument becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each or such other Day Count Fraction as may be specified in the relevant Final Terms.

7 Payments

7.1 Payments - Bearer PR Debt Instruments

7.1.1 *Payment of amounts other than interest*

Payment of amounts (other than interest) due in respect of Bearer PR Debt Instruments (other than definitive Bearer PR Debt Instruments held through the CMU Service (“**CMU PR Debt Instruments**”)) will be made against presentation and surrender of the PR Debt Instrument, at the specified office of any Paying Agent.

7.1.2 Payment of amounts in respect of interest on Bearer PR Debt Instruments

Payment of amounts due in respect of interest on Bearer PR Debt Instruments (other than CMU PR Debt Instruments) will be made:

- (a) in the case of a PR Debt Instrument without Coupons attached thereto at the time of its initial delivery, against presentation of the relevant PR Debt Instrument at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States; and
- (b) in the case of a PR Debt Instrument delivered with Coupons attached thereto at the time of its initial delivery, against presentation and surrender of the relevant Coupon or, in the case of interest due otherwise than on a scheduled Interest Payment Date, against presentation of the relevant Bearer PR Debt Instrument, in either case at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States.

7.1.3 Payment of amounts in respect of CMU PR Debt Instruments

In the case of CMU PR Debt Instruments, payment will be made to the person for whose account interests in the relevant definitive Bearer PR Debt Instrument are credited as being held through the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging Agent by the CMU Service in a relevant CMU Instrument Position Report or any relevant notification by the CMU Service, which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the nominal amount of any PR Debt Instrument credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

7.1.4 Payment at specified office in the United States

Except as provided below, payment of amounts due in respect of interest on Bearer PR Debt Instruments and exchanges of Talons for Coupon sheets in accordance with Condition 7.1.5 will not be made at any specified office of any Paying Agent in the United States. Notwithstanding the foregoing, if any amount of principal and/or interest in respect of this PR Debt Instrument is payable in U.S. Dollars, such U.S. Dollar payments of principal and/or interest in respect of this PR Debt Instrument will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the PR Debt Instruments in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and

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

If paragraphs (a) and (b) apply, the Issuer shall forthwith appoint a Paying Agent with a specified office in New York City.

7.1.5 *Unmatured Coupons and unexchanged Talons*

Each Bearer PR Debt Instrument initially delivered with Coupons attached thereto should be presented and surrendered for final redemption together with all unmaturing Coupons and Talons appertaining thereto (if any), failing which:

- (a) in the case of Bearer PR Debt Instruments which are Fixed Rate PR Debt Instruments, the amount of any missing unmaturing Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing unmaturing Coupon which the redemption amount paid bears to the total redemption amount due) (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) will be deducted from the amount otherwise payable on such final redemption. The amount so deducted will be paid against surrender of the relevant Coupon at the specified office of the I&P Agent at any time within five years of the Relevant Date applicable to payment of such final redemption amount. The “**Relevant Date**” is the earlier of:
 - (i) the date on which all amounts due in respect of the PR Debt Instrument have been paid; and
 - (ii) the date on which the full amount of the moneys payable has been received by the I&P Agent, in the case of a Bearer PR Debt Instrument, or the Registrar, in the case of a Registered PR Debt Instrument, and notice to that effect has been given to the PR Debt Instrument Holders in accordance with Condition 18;
- (b) in the case of Bearer PR Debt Instruments which are Floating Rate PR Debt Instruments all unmaturing Coupons (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) relating to such Bearer PR Debt Instruments (whether or not attached) shall become void and no payment shall be made thereafter in respect of them;
- (c) in the case of Bearer PR Debt Instruments initially delivered with Talons attached thereto, all unmaturing Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them; and
- (d) in the case of Bearer PR Debt Instruments which bear interest at a floating rate or rates, or where such a Bearer PR Debt Instrument is presented for redemption without all unmaturing Coupons and any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

The provisions of paragraph (a) of this Condition 7.1.5 notwithstanding, if any Bearer PR Debt Instruments are issued with a Maturity Date and a fixed rate or fixed rates of interest such that on the presentation for payment of any such Bearer PR Debt Instrument without any unmaturing Coupons attached thereto or surrendered therewith, the amount required by paragraph (a) to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Bearer PR Debt Instrument, such unmaturing Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (a) in respect of such Coupons as have not so become void, the amount required by paragraph (a) to be deducted would not be

greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Bearer PR Debt Instrument to become void, the I&P Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

7.1.6 *Exchange of Talons*

In relation to Bearer PR Debt Instruments initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the due date for payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

7.1.7 *United States*

For the purpose of these Conditions, “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

7.2 **Payments - Registered PR Debt Instruments**

7.2.1 *Payment of principal in respect of Registered PR Debt Instruments*

Payment of principal (which for this purpose shall include any final redemption amount) due in respect of Registered PR Debt Instruments will be made to the PR Debt Instrument Holder (or, in the case of joint PR Debt Instrument Holders, the first named) as appearing in the Register as at opening of business (local time in the place of the specified office of the Registrar or the specified office of the Transfer Agent) on the fifteenth (eighth, if the specified office of the Registrar or the specified office of the Transfer Agent is located in Sydney or Melbourne) Relevant Banking Day before the due date for such payment and (if in certificated form) against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Certificate at the specified office of the Registrar or the specified office of the Transfer Agent.

7.2.2 *Payment of interest in respect of Registered PR Debt Instruments*

Payment of interest due in respect of Registered PR Debt Instruments will be paid to the PR Debt Instrument Holder (or, in the case of joint PR Debt Instrument Holders, the first named) as appearing in the Register as at opening of business (local time in the place of the specified office of the Registrar or the specified office of the Transfer Agent) on the fifteenth (seventh, if the specified office of the Registrar or the specified office of the Transfer Agent is located in Sydney or Melbourne) Relevant Banking Day before the due date for such payment (“**Record Date**”).

“**Relevant Banking Day**” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar and the specified office of the Transfer Agent is located.

7.2.3 *Payment in respect of Registered PR Debt Instruments held through the CMU Service*

In the case of Registered PR Debt Instruments held through the CMU Service, payment will be made to the person for whose account interests in the relevant Registered PR Debt Instrument are credited as being held through the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging Agent by the CMU Service in a relevant CMU Instrument Position Report or any relevant notification by the CMU Service, which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the nominal amount of any PR Debt Instrument credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

7.2.4 *Manner of payments pursuant to Condition 7.2.2*

Notwithstanding the provisions of Condition 7.4, payments in respect of Registered PR Debt Instruments pursuant to Condition 7.2.2 will be made by cheque and posted to the address (as recorded in the Register) of the PR Debt Instrument Holder (or, in the case of joint PR Debt Instrument Holders, the first-named) on the relevant due date for payment unless prior to the relevant Record Date the PR Debt Instrument Holder (or, in the case of joint PR Debt Instrument Holders, the first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in the relevant currency.

7.3 **Payment due on a non-Payment Business Day**

If the due date for payment of the final redemption amount, interest or any other amount due in respect of any PR Debt Instrument is not a Payment Business Day (as defined in Condition 7.4), then the PR Debt Instrument Holder will not be entitled to payment of such amount until the next day which is a Payment Business Day and no further payment on account of principal or interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in Condition 5.5(d).

7.4 **Payments - general provisions**

Subject to Condition 7.2.4, payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of PR Debt Instruments will be made as follows:

- (a) payments in a Specified Currency other than Euro or Renminbi will be made by transfer to an account in the relevant Specified Currency (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or by a cheque in such Specified Currency drawn on, a bank (which, in the case of a payment in Yen to a non-resident of Japan, shall be an authorised foreign exchange bank) in the principal financial centre of the country of such Specified Currency, provided however that no payment may be made by transfer of funds to an account maintained in the United States or by cheque mailed to an address in the United States;
- (b) payments in Renminbi will be made by transfer to a Renminbi bank account maintained in Hong Kong by or on behalf of a payee with a bank; and
- (c) payments in respect of definitive PR Debt Instruments in Euro will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee or at the option of the payee, by a Euro cheque.

Payments will, without prejudice to the provisions of Condition 8, be subject in all cases to any applicable fiscal or other laws, regulations and directives and the administrative practices and procedures of fiscal and other authorities in relation to tax, anti-money laundering and other requirements which may apply to payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of PR Debt Instruments. In particular, if any withholding or deduction is required under the Foreign Account Tax Compliance Act provisions, sections 1471 through to 1474 of the US Internal Revenue Code of 1986, and any regulations or official interpretations issued, agreements entered into or any law implementing an international intergovernmental approach with respect thereto (“**FATCA**”), or is required pursuant to any taxing authority of the United States or any political subdivision thereof, in the case of any Registered PR Debt Instrument that may give rise to US Source Interest (as defined in Condition 8) the Issuer will not be required to pay any additional amount under Condition 8 on account of such withholding or deduction. No commission or expenses shall be charged to the PR Debt Instrument Holders or Couponholders (if any) in respect of such payments. For the avoidance of doubt, the provisions of Condition 8 in relation to the payment of Additional Amounts (as defined in Condition 8) only apply in respect of withholdings or deductions of Taxes (as defined in Condition 8) required by law and imposed or levied by or on behalf of Australia or any political subdivision thereof or any authority therein or thereof having power to tax or, in the case of PR Debt Instruments issued by the Issuer acting through an establishment located outside Australia, Taxes imposed or levied by or on behalf of the country in which such establishment is located or any political subdivision thereof or any authority therein or thereof having power to tax and the provisions of Condition 8 do not apply to withholding or deductions made for or on account of FATCA.

In these Conditions, “**Payment Business Day**” means any day which is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation and (in the case of a payment in Euro) on which banks are open for business and carrying out transactions in Euro in the jurisdiction in which the Euro account specified by the payee is located; and
- (ii) a Business Day (as defined in Condition 5.7).

7.5 Interpretation of Principal and Interest

Any reference in these Conditions to principal in respect of the PR Debt Instruments shall be deemed to include, as applicable:

- (a) any Additional Amounts which may be payable with respect to principal under Condition 8;
- (b) the Maturity Redemption Amount of the PR Debt Instruments;
- (c) the Early Redemption Amount (Call) of the PR Debt Instruments;
- (d) the Early Redemption Amount (Put) of the PR Debt Instruments;
- (e) the Early Redemption Amount (Tax) of the PR Debt Instruments;
- (f) the Early Redemption Amount (Default) of the PR Debt Instruments;
- (g) in relation to Zero Coupon PR Debt Instruments, the Amortised Face Amount; and

- (h) any premium and any other amounts which may be payable by the Issuer under or in respect of the PR Debt Instruments.

Any reference in these Conditions to interest in respect of the PR Debt Instruments shall be deemed to include, as applicable, any Additional Amounts which may be payable with respect to interest under Condition 8.

8 Taxation

All payments by the Issuer (in respect of principal, redemption amount or interest) in respect of the PR Debt Instruments or Coupons will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”) imposed or levied by or on behalf of Australia or any political subdivision thereof or any authority therein or thereof having power to tax or, in the case of PR Debt Instruments issued by the Issuer acting through an establishment located outside Australia, Taxes imposed or levied by or on behalf of the country in which such establishment is located or any political subdivision thereof or any authority therein or thereof having power to tax, or in the case of Registered PR Debt Instruments that may give rise to US Source Interest (as defined below), Taxes imposed or levied by or on behalf of the United States or any political subdivision thereof or any authority therein or thereof having the power to tax, unless in each case such withholding or deduction of such Taxes is required by law or made for or on account of FATCA. In that event, the Issuer will pay such additional amounts (“**Additional Amounts**”) as may be necessary in order that the net amounts received by the PR Debt Instrument Holders and Couponholders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the PR Debt Instruments or, as the case may be, Coupons in the absence of such withholding or deduction; except that no Additional Amounts are payable in relation to any payment in respect of any PR Debt Instrument or Coupon:

- (a) to, or to a third party on behalf of, a PR Debt Instrument Holder who is liable to such Taxes in respect of such PR Debt Instrument or Coupon by reason of his having some connection with Australia or the country in which such establishment is located other than the mere holding of such PR Debt Instrument or Coupon or receipt of principal or interest in respect thereof or who could have lawfully avoided (but has not so avoided) such liability by providing or procuring that any third party provides the PR Debt Instrument Holder’s TFN and/or ABN or evidence that the PR Debt Instrument Holder is not required to provide a TFN and/or ABN to the Issuer or, in the case of PR Debt Instruments issued by the Issuer acting through an establishment located outside Australia, satisfies similar requirements or otherwise provides details of the PR Debt Instrument Holder’s name and address to the Issuer;
- (b) to, or to a third party on behalf of, a PR Debt Instrument Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the PR Debt Instrument is presented for payment;
- (c) where the PR Debt Instrument or Coupon is presented for payment more than 30 days after the Relevant Date except to the extent that a PR Debt Instrument Holder would have been entitled to Additional Amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Business Day;

- (d) to, or to a third party on behalf of, a PR Debt Instrument Holder who is liable to the Taxes in respect of the PR Debt Instrument or Coupon by reason of the PR Debt Instrument Holder being an associate of the Issuer for the purposes of section 128F(9) of the Income Tax Assessment Act 1936 of Australia (as amended) (“**Australian Tax Act**”);
- (e) in a case where the Issuer receives a notice or direction under section 260-5 of Schedule 1 to the Taxation Administration Act 1953 of Australia, section 255 of the Australian Tax Act or any analogous provisions, any amounts paid or deducted from sums payable to a PR Debt Instrument Holder by the Issuer in compliance with such notice or direction on account of any Taxes or charges payable by the Issuer;
- (f) where such withholding or deduction is due to Taxes imposed or levied by, or on behalf of, the United States, or any political subdivision thereof or any authority therein or thereof having power to tax under the United States; or
- (g) where such withholding or deduction is made for, or on account of, FATCA (as withheld or deducted by the Issuer, an Agent or any other party).

“**Relevant Date**” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the I&P Agent on or before the due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the PR Debt Instrument Holders in accordance with Condition 18.

“**US Source Interest**” means interest, as defined under U.S. tax principles (including original issue discount) paid on Registered PR Debt Instruments which may be treated as interest paid by a U.S. trade or business for U.S. federal income tax purposes.

9 Events of Default

If any of the events of default specified below occur, then by notice to the Issuer at the specified office of the I&P Agent, effective upon receipt of such notice by the I&P Agent, (1) in the case of the event of default specified in paragraphs (a), (c), (d), (e) or (f) any holder of PR Debt Instruments may declare that all the PR Debt Instruments held by that PR Debt Instrument Holder are immediately due and repayable, or (2) in any case, holders of not less than 25% of the outstanding PR Debt Instruments of a Series may declare that all the PR Debt Instruments of that Series are immediately due and repayable. The events of default in respect of the PR Debt Instruments are:

- (a) (**non-payment**) the Issuer fails to pay any principal or any interest in respect of the PR Debt Instruments or the relevant Series or any of them within 14 days of the relevant due date; or
- (b) (**other obligations**) the Issuer defaults in performance or observance of or compliance with any of its other obligations set out in the PR Debt Instruments which default is incapable of remedy or, if capable of remedy, is not remedied within 31 days after notice requiring such default to be remedied shall have been given to the Issuer by the PR Debt Instrument Holder; or
- (c) (**winding-up**) an application (other than a frivolous or vexatious application or an application which is discharged or stayed within 31 days) or an order is made for the winding-up of the Issuer or a resolution is passed for the winding-up of the Issuer other than for the purposes of a solvent reconstruction or amalgamation; or

- (d) **(receiver)** a receiver, receiver and manager, administrator, liquidator, official manager, trustee or similar officer is appointed in respect of all or any part of the assets of the Issuer and such appointment is not terminated within 31 days; or
- (e) **(insolvency)** the Issuer is unable to pay its debts when they fall due or is deemed unable to pay its debts under any applicable legislation (other than as the result of a failure to pay a debt or claim which is the subject of a good faith dispute); or
- (f) **(arrangement or composition)** the Issuer makes or enters into (i) a readjustment or rescheduling of its indebtedness with creditors generally or (ii) an assignment for the benefit of, or an arrangement or composition with, its creditors generally, in each case, other than for the purposes of a reconstruction, amalgamation, reorganisation or merger where the Issuer is solvent.

Upon any such notice being given to the Issuer, such PR Debt Instrument shall immediately become due and payable at its Early Redemption Amount (Default) (as specified in the Final Terms).

Notwithstanding any other term or provision of these Conditions or any Final Terms, no event of default (other than under Condition 9(c)) in respect of any PR Debt Instrument shall occur under Condition 9 solely on account of any failure by the Issuer to perform or observe any of its obligations in relation to, or the taking of any process or proceedings in respect of, any share, note or other security or instrument constituting (1) “Tier 1 Capital” or “Tier 2 Capital” (in each case, as defined by the Australian Prudential Regulation Authority from time to time), or (2) “eligible capital” as defined in the schedule to the NOHC Authority.

10 Prescription

Claims against the Issuer for payment in respect of the PR Debt Instruments or Coupons (which, for this purpose, shall not include Talons) will be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date.

11 Replacement of PR Debt Instruments, Coupons and Talons

Should any PR Debt Instrument, Coupon, Talon or Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of any Paying Agent (in the case of Bearer PR Debt Instruments, Coupons and Talons) or the Registrar (in the case of Registered PR Debt Instruments in certified form), subject to all applicable laws, upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer or the I&P Agent may require. Mutilated or defaced PR Debt Instruments, Coupons or Talons must be surrendered before replacements will be issued.

12 Currency Indemnity

The Specified Currency is, unless otherwise specified in the relevant Final Terms, the sole currency of account and payment for all sums payable by the Issuer in respect of the PR Debt Instruments, including damages. Any amount received or recovered in a currency other than the Specified Currency (whether as a result of, or on the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any PR Debt Instrument Holder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Specified Currency which such PR Debt Instrument Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the

first date on which it is practicable to do so). If that amount is less than the amount in the Specified Currency expressed to be due to any PR Debt Instrument Holder in respect of such PR Debt Instrument the Issuer shall indemnify each such PR Debt Instrument Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any PR Debt Instrument Holder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the PR Debt Instruments or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant PR Debt Instrument Holder and no proof or evidence of any actual loss will be required by the Issuer.

13 Further Issues

The Issuer may from time to time without the consent of the PR Debt Instrument Holders (or any of them) create and issue further PR Debt Instruments forming a single Series with any existing PR Debt Instruments either having the same terms and conditions as such PR Debt Instruments in all respects or in all respects except in connection with the Issue Date, Interest Commencement Date and the amount of the first payment of interest (if any) and so that the same shall be consolidated and form a single Series with the outstanding PR Debt Instruments.

14 Agents

The Agents and their initial specified offices are as set out in the Base Prospectus. The Issuer reserves the right at any time to terminate the appointment of any Agent or to appoint additional or other Agents, provided that it will maintain:

- (a) an I&P Agent;
- (b) for so long as any PR Debt Instruments are admitted to the Official List of the Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 and to trading on the Market and admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system, maintain a Paying Agent in London and/or such other place as may be required by such listing authority, stock exchange and/or quotation system;
- (c) for so long as any Registered PR Debt Instruments are listed on the London Stock Exchange, a Transfer Agent in London; and
- (d) a Registrar maintaining the Register in such city as is specified in the relevant Final Terms.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the PR Debt Instrument Holders in accordance with Condition 18.

15 Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the I&P Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the PR Debt Instrument to which it

appertains) a further Talon, subject to the provisions of Condition 10. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the Coupon sheet in which that Talon was included on issue matures.

16 Modification and waiver

16.1 Meetings of PR Debt Instrument Holders

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the PR Debt Instrument Holders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of any of these Conditions or any of the provisions of the Agency Agreement. The quorum at any meeting for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate at least 51% in nominal amount of the PR Debt Instruments for the time being outstanding except that at any meeting the business of which includes the modification of certain of these Conditions the necessary quorum for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate at least 75% in nominal amount of the PR Debt Instruments for the time being outstanding, or at any adjourned meeting two or more persons present whatever the nominal amount of the PR Debt Instruments held or represented by them, except that at any adjourned meeting, the business of which includes the modification of certain of these Conditions, the necessary quorum for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate not less than 51% of the nominal amount of the PR Debt Instruments for the time being outstanding. An Extraordinary Resolution passed at any meeting of the PR Debt Instrument Holders will be binding on all PR Debt Instrument Holders, whether or not they are present at the meeting, and on all Couponholders.

16.2 Modification and Waiver

The Issuer may, without the consent of the PR Debt Instrument Holders or Couponholders, make any modification of any of these Conditions or any of the provisions of the Agency Agreement which is not materially prejudicial to the interests of the PR Debt Instrument Holders or to any modification which is of a formal, minor or technical nature or to correct a manifest error.

Notwithstanding the foregoing, no consent of the PR Debt Instrument Holders or Couponholders shall be required in order to make any amendments to the Conditions and/or the Agency Agreement as the Issuer may deem necessary or desirable to give effect to the provisions as provided for in Condition 5.3(d).

16.3 Notification

Any modification, waiver or authorisation shall be binding on the PR Debt Instrument Holders and the Couponholders and any modification shall be notified by the Issuer to the PR Debt Instrument Holders as soon as practicable thereafter in accordance with Condition 18.

17 Substitution

17.1 Substitution

The Issuer may, without the consent of the relevant PR Debt Instrument Holders, substitute any of the Issuer's wholly-owned Subsidiaries for the Issuer as the principal debtor in respect of all obligations arising from or in connection with the relevant PR Debt Instruments ("**Relevant PR Debt Instruments**") ("**Substituted Issuer**"). The Issuer may only do this if:

- (a) the Substituted Issuer assumes all of the obligations of the Issuer under the Relevant PR Debt Instruments and (if applicable) the Agency Agreement and the Master Deed of Covenant;
- (b) the Issuer unconditionally and irrevocably guarantees the obligations to be assumed by the Substituted Issuer;
- (c) the Substituted Issuer has obtained all necessary authorisations to assume such obligations;
- (d) the Substituted Issuer has, if necessary, appointed an agent for the service of process in New South Wales or England (as the case may be);
- (e) there have been delivered to the I&P Agent opinions of lawyers of recognised standing in:
 - (i) New South Wales and Australia or England (as the case may be); and
 - (ii) the place of incorporation of the Substituted Issuer,
 which are collectively to the effect that:
 - (iii) the matters referred to in paragraphs (a), (b) and (c) above have been satisfied;
 - (iv) the Substituted Issuer is validly existing;
 - (v) the obligations assumed by the Substituted Issuer are valid and binding on it;
 - (vi) the substitution is not in breach of any law or regulation or the constitution of the Substituted Issuer; and
 - (vii) the choice of governing law and submission to jurisdiction are valid; and
- (f) the Relevant PR Debt Instruments continue to have a credit rating from at least one internationally recognised rating agency at least equal to the relevant rating from that rating agency immediately prior to the substitution.

17.2 Notice

The Substituted Issuer must give notice of any substitution made under this Condition 17 to the relevant PR Debt Instrument Holders in accordance with Condition 18. The notice must provide the contact details of the Substituted Issuer for the purposes of receiving notices under Condition 18.

17.3 Effective Date

A substitution under this Condition 17 takes effect on and from the date specified in the notice given under Condition 17.2, which must be a date not earlier than the date on which the notice is given.

17.4 Effect of substitution

On, and with effect from, the Effective Date:

- (a) the Substituted Issuer shall assume all of the obligations of the Issuer with respect to the Relevant PR Debt Instruments (whether accrued before or after the Effective Date);
- (b) the Issuer shall be released from all of its obligations as principal debtor under the Relevant PR Debt Instruments; and
- (c) any reference in the Conditions of the Relevant PR Debt Instruments to:
 - (i) the Issuer shall from then on be deemed to refer to the Substituted Issuer; and
 - (ii) the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for tax purposes of the Substituted Issuer.

17.5 No regard to consequences of substitution

In connection with any substitution effected pursuant to this Condition 17, neither the Issuer nor any Substituted Issuer need have any regard to the consequences of any such substitution for individual PR Debt Instrument Holders resulting from their being for any purpose domiciled or resident in, or otherwise connected with or subject to the jurisdiction of, any particular territory and no PR Debt Instrument Holder shall be entitled to claim from the Issuer or any Substituted Issuer under the PR Debt Instruments any indemnification or payment in respect of any tax or other consequences arising from such substitution.

18 Notices

18.1 Bearer PR Debt Instruments

Subject to Conditions 18.3 and 18.4, all notices regarding Bearer PR Debt Instruments shall be published in a leading English language daily newspaper of general circulation in the place specified in the relevant Final Terms. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all the required newspapers.

Couponholders shall be deemed for all purposes to have notice of any notice given to PR Debt Instrument Holders in accordance with this Condition.

Notices to be given by any Bearer PR Debt Instrument Holder shall be in writing and given by lodging the same, together with the relative Bearer PR Debt Instrument or Bearer PR Debt Instruments with the Issuer.

18.2 Registered PR Debt Instruments

Subject to Conditions 18.3 and 18.4, all notices regarding the Registered PR Debt Instruments will be valid if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to the Registered PR Debt Instrument Holder (or, in the case of joint PR Debt Instrument Holders, to the first-named in the Register) at their respective addresses as recorded in the Register, and will be deemed to have been validly given on the fourth day after the date of such mailing or, if posted from another country, on the fifth such day.

Notices to be given by any Registered PR Debt Instrument Holder shall be in writing and given by lodging the same, together with the relative Registered PR Debt Instrument or Registered PR Debt Instruments with the Issuer and (if certificated) with the Registrar.

18.3 Listed PR Debt Instruments

So long as the PR Debt Instruments are listed on a stock exchange, notices shall be published in accordance with the rules of that stock exchange (and without need for publication of any such notice as required under Condition 18.1 or Condition 18.2). If, and for so long as the PR Debt Instruments are listed on the Official List and admitted to trading on the Market, notices may be published via the Regulatory News Service of the London Stock Exchange at <https://www.londonstockexchange.com/news?tab=news-explorer> rather than publication as required under Condition 18.1 and Condition 18.2. Any such notice will be deemed to have been given on the date of the first publication.

18.4 Global Debt Instruments

So long as the PR Debt Instruments are represented by a Global Debt Instrument and the Global Debt Instrument is held on behalf of:

- (a) Euroclear and Clearstream, Luxembourg or any other clearing system), all notices regarding the PR Debt Instrument may be given to Euroclear, Clearstream, Luxembourg or such other clearing system, as the case may be, or otherwise to the holder of the Global Debt Instrument; or
- (b) the CMU Service, all notices regarding the PR Debt Instrument may be given to the persons shown in a CMU Instrument Position Report issued by the CMU Service on the second business day preceding the date of dispatch of such notice as holding interests in this Global Debt Instrument,

(in each case, without need for publication of any such notice as required under Condition 18.1 or Condition 18.2 (as applicable)). Any such notice will be deemed to have been given on the date on which the notice was given.

19 Governing law and jurisdiction**19.1 Governing law**

The Agency Agreement is governed by, and shall be construed in accordance with, New South Wales law.

The PR Debt Instruments and the Coupons are governed by, and shall be construed in accordance with, the laws of New South Wales or English law, as specified in the relevant Final Terms.

19.2 Jurisdiction of the courts of New South Wales

If the relevant Final Terms specify that the PR Debt Instruments and Coupons are governed by, and construed in accordance with, New South Wales law, this Condition 19.2 applies.

The courts of New South Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with the PR Debt Instruments and accordingly any legal action or proceedings arising out of or in connection with the PR Debt Instruments (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each PR Debt Instrument Holder and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of

Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

19.3 Jurisdiction of the courts of England

- (a) If the relevant Final Terms specify that the PR Debt Instruments and Coupons (and any non-contractual obligations arising out of or in connection therewith) are governed by, and construed in accordance with, English law, this Condition 19.3 applies.
- (b) The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with (including any non-contractual obligations arising out of or in connection therewith) the PR Debt Instruments and accordingly any legal action or proceedings arising out of or in connection with the PR Debt Instruments (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each PR Debt Instrument Holder and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (c) The Issuer irrevocably appoints Macquarie Bank Limited, London Branch whose registered office is currently at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, United Kingdom as its agent in England to receive service of process in any Proceedings in England based on the PR Debt Instruments. If for any reason the Issuer does not have such an agent in England, it will promptly appoint a substitute process agent and notify the PR Debt Instrument Holders of such appointment in accordance with Condition 18. Nothing herein shall affect the right to serve process in any other manner permitted by law.

4. Form of PR Debt Instruments

The following provides a description of the forms of PR Debt Instruments that may be issued by the Issuer under the Programme, briefly sets out certain information relating to clearing systems and settlement of PR Debt Instruments and a summary of certain terms which apply to the PR Debt Instruments while they are held in global form by the clearing systems, some of which include minor and/or technical modifications to the terms and conditions of the PR Debt Instruments set out in this Base Prospectus.

Each Tranche of PR Debt Instruments will be represented upon issue by:

- (a) if such PR Debt Instruments are in bearer form or if definitive PR Debt Instruments are to be made available to PR Debt Instrument Holders, a temporary global debt instrument in bearer form without coupons or talons (“**Temporary Global PR Debt Instrument**”) which will be deposited:
 - (i) in the case of a Tranche intended to be cleared through Euroclear Bank SA/NV (“**Euroclear**”) and/or Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”) and/or another clearing system on the Issue Date, with a depositary or common depositary (“**Common Depositary**”) on behalf of Euroclear and/or Clearstream, Luxembourg and/or another clearing system;
 - (ii) in the case of a Tranche intended to be cleared through the Central Moneymarkets Unit Service (“**CMU Service**”) on the Issue Date, with a sub-custodian for the CMU Service; or
 - (iii) in the case of a Tranche intended to be cleared through a clearing system other than Euroclear or Clearstream, Luxembourg or the CMU Service, as agreed between MGL and the relevant Dealer(s),

and will be exchangeable as set out below; or

- (b) PR Debt Instruments in registered form.

Tranches of PR Debt Instruments within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts, but will otherwise be issued on identical terms and conditions. Subject to the following provisions of this paragraph, the PR Debt Instruments of each Series are intended to be fungible with all other PR Debt Instruments of that Series. However, in certain circumstances, PR Debt Instruments of a particular Tranche may not be nor become fungible with PR Debt Instruments of any other Tranche or Tranches forming part of the same Series until a specified time following the issue thereof, all as described in the relevant Final Terms (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).

PR Debt Instruments in bearer form are exchangeable for PR Debt Instruments in registered form but PR Debt Instruments in registered form are not exchangeable for PR Debt Instruments in bearer form.

Where PR Debt Instruments in registered form are to be issued in respect of a particular Tranche, no certificate or other evidence of title will be issued unless MGL determines that certificates should be available or it is required to do so pursuant to any applicable law or regulation. PR Debt Instruments in registered form which are held (i) in Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system will be registered in the name of a depositary or a common depositary for

Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system, or (ii) through the CMU Service will be registered in the name of a nominee for the Hong Kong Monetary Authority, in its capacity as operator of the CMU Service.

No interest is payable in respect of a Temporary Global PR Debt Instrument, except as provided below. Upon deposit of a Temporary Global PR Debt Instrument or a permanent global debt instrument in bearer form (“**Permanent Global PR Debt Instrument**”) (each a “**Global PR Debt Instrument**”) with the Common Depositary or, in the case of PR Debt Instruments cleared through the CMU Service, with a sub-custodian for the CMU Service, Euroclear or Clearstream, Luxembourg (or any other relevant clearing system) or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Service, will credit each subscriber with a nominal amount of PR Debt Instruments equal to the nominal amount thereof for which it has subscribed and paid.

Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg or the CMU Service (and/or any other relevant clearing system) as the holder of a PR Debt Instrument represented by a Global PR Debt Instrument must look solely to Euroclear or Clearstream, Luxembourg or the CMU Service (and/or any other relevant clearing system) (as the case may be) for its share of each payment made by MGL to the bearer of such Global PR Debt Instrument and in relation to all other rights arising under the Global PR Debt Instruments, subject to and in accordance with the respective rules and procedures of Euroclear and/or Clearstream, Luxembourg or the CMU Service (and/or any other relevant clearing system). Such persons shall have no claim directly against MGL in respect of payments due on the PR Debt Instruments for so long as the PR Debt Instruments are represented by such Global PR Debt Instrument and such obligations of MGL will be discharged by payment to the bearer of such Global PR Debt Instrument in respect of the amount so paid. The Global PR Debt Instruments contain provisions which apply to the PR Debt Instruments while they are in global form, some of which modify the effect of the terms and conditions of the PR Debt Instruments set out in this Base Prospectus. The following is a summary of certain of those provisions.

1 Exchange

Each Temporary Global PR Debt Instrument is exchangeable (at the cost and expense of MGL) on or after its Exchange Date (as defined below) for a Permanent Global PR Debt Instrument, Bearer PR Debt Instruments in definitive form (“**Definitive PR Debt Instruments**”) or for Registered PR Debt Instruments upon certification as to non-U.S. beneficial ownership in the form set out in the Temporary Global PR Debt Instrument. Each Permanent Global PR Debt Instrument is exchangeable in whole or in part (if so specified in the relevant Permanent Global PR Debt Instrument) at any time for Registered PR Debt Instruments or on or after its Exchange Date in whole but not in part (at the cost and expense of MGL) for the corresponding Definitive PR Debt Instruments as described below at the option and cost and expense of MGL when:

- (a) Euroclear and/or Clearstream, Luxembourg (and/or any other relevant clearing system) and, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Service, is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; and
- (b) in each case:
 - (i) no alternate clearing system succeeds, and performs the obligations under the Global PR Debt Instrument of, the clearing system that is so closed, makes such announcement or permanently ceases business; or
 - (ii) the alternate clearing system is not the holder of the Global PR Debt Instrument; or

- (iii) accountholders with the clearing system that is so closed, makes such announcement or permanently ceases business, and that have an interest in the Global PR Debt Instrument do not agree to become, and do not become, accountholders with the alternate clearing system.

In addition, any PR Debt Instrument Holder may, by a Default Notice (as defined below), require exchange of that part of a Permanent Global PR Debt Instrument representing such PR Debt Instrument Holder's entitlement for Definitive PR Debt Instruments or Registered PR Debt Instruments.

Such exchange shall take place on or after the Exchange Date (as defined below).

"Exchange Date" means:

- (i) in relation to a Temporary Global PR Debt Instrument, the day falling after the expiry of 40 days after the completion of the distribution of the relevant Tranche, as determined and certified to MGL and each Dealer in respect of the relevant Tranche by the I&P Agent (being Citibank, N.A., London Branch or any of its successors in such capacity) or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent (being Citicorp International Limited or any of its successors in such capacity); and
- (ii) in relation to a Permanent Global PR Debt Instrument, a day falling not less than 60 days, or in the case of an exchange for Registered PR Debt Instruments 5 days, or in the case of exchange following the giving of a Default Notice 30 days, after that on which the notice requiring exchange is given by the PR Debt Instrument Holder to the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent and on which banks are open for business in the cities in which the specified offices of the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent (and, if applicable, any registrar (the **"Registrar"**)) and the relevant clearing system are located.

In exchange for a Permanent Global PR Debt Instrument, MGL will deliver or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive PR Debt Instruments (and/or, where applicable, Registered PR Debt Instruments) corresponding thereto (having attached to them all Coupons in respect of principal and interest which has not already been paid on such Permanent Global PR Debt Instrument and, where applicable, a Talon), security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the schedule to the Agency Agreement. On exchange in full of the Permanent Global PR Debt Instrument, such Permanent Global PR Debt Instrument will be cancelled.

2 Payments

No interest shall be payable in respect of a Temporary Global PR Debt Instrument unless (a) upon due presentation of a Temporary Global PR Debt Instrument for exchange (including, except in the case of exchange for Registered PR Debt Instruments, certification as to non-U.S. beneficial ownership), delivery of a Permanent Global PR Debt Instrument (or, as the case may be, an interest therein), Definitive PR Debt Instruments or Registered PR Debt Instruments is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date; or (b) the term of the Temporary Global PR Debt Instrument is one year or less.

Any payment due in respect of a Temporary Global PR Debt Instrument or a Permanent Global PR Debt Instrument will be made to each of Euroclear and/or Clearstream, Luxembourg (and/or

other relevant clearing system) or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Service, in respect of the portion of the Global PR Debt Instrument held for its account. Payments of principal and interest in respect of PR Debt Instruments represented by a Permanent Global PR Debt Instrument will be made (a) against presentation for endorsement and (b) if no further payment falls to be made in respect of the PR Debt Instruments represented thereby, surrender of such Permanent Global PR Debt Instrument to, or to the order of, the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent. A record of each payment so made will be endorsed in the appropriate schedule to the relevant Permanent Global PR Debt Instrument, which endorsement will be prima facie evidence that such payment has been made in respect of the PR Debt Instruments.

3 Notices

So long as the PR Debt Instruments of any Series are represented by a Permanent Global PR Debt Instrument and such Permanent Global PR Debt Instrument is held on behalf of a clearing system, notices to a PR Debt Instrument Holder whose PR Debt Instruments are represented by such Permanent Global PR Debt Instrument may be given by delivery of the relevant notice to that clearing system for communication by it to entitled account holders in substitution for publication as required by the Conditions and, so long as the PR Debt Instruments of any Series are listed on a stock exchange, such notices to PR Debt Instrument Holders shall be published in accordance with the rules of that exchange. If, and for so long as, PR Debt Instruments of a Series are listed on the Official List and admitted to trading on the Market, notices may also be published via the Regulatory News Service of the London Stock Exchange at <https://www.londonstockexchange.com/news?tab=news-explorer>.

4 Prescription

Claims against MGL in respect of principal and interest on the PR Debt Instruments of any Series while such PR Debt Instruments are represented by a Permanent Global PR Debt Instrument will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the appropriate due date.

5 Meetings

The holder of a Permanent Global PR Debt Instrument will be treated as being two persons for the purposes of any quorum requirements of a meeting of PR Debt Instrument Holders whose PR Debt Instruments are represented thereby and, at any such meeting, as having one vote in respect of each nominal amount of PR Debt Instruments equal to the minimum denomination of the PR Debt Instruments for which such Permanent Global PR Debt Instrument so held may be exchanged.

6 Cancellation

Cancellation of any PR Debt Instrument required by the Conditions to be cancelled following its purchase will be effected by reduction in the nominal amount of the relevant Permanent Global PR Debt Instrument.

7 Redemption at the option of the Issuer

The option of MGL provided for in Condition 6.2 shall be exercised by MGL giving notice to the PR Debt Instrument Holders in accordance with paragraph 3 above within the time limits set out in and containing the information required by Condition 6.2. In the case of any partial redemption of any Series, the PR Debt Instruments to be redeemed will be selected in

accordance with the rules and procedures of Euroclear, Clearstream, Luxembourg or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Service and/or any other relevant clearing system (as the case may be).

8 Redemption at the option of PR Debt Instrument Holders

The option of the PR Debt Instrument Holders provided for in Condition 6.3 may be exercised by the PR Debt Instrument Holder of the Permanent Global PR Debt Instrument giving notice to the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent, within the time limits relating to the deposit of PR Debt Instruments with the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent, substantially in the form of the redemption notice available from the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent and stating the nominal amount of PR Debt Instruments in respect of which the option is exercised and at the same time presenting the Permanent Global PR Debt Instrument to the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent for notation according to the schedule thereto.

9 Direct Enforcement Rights

The holder of any Global PR Debt Instrument may from time to time exercise the right to declare PR Debt Instruments represented by that Global PR Debt Instrument due and repayable following an event of default in accordance with the Conditions by stating in a notice (“**Default Notice**”) given to the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent, the nominal amount of PR Debt Instruments (which may be less than the outstanding nominal amount hereof) to which such notice relates.

If principal in respect of any PR Debt Instruments is not paid when due (but subject as provided below), the Holder of the Global PR Debt Instrument may from time to time elect that Direct Rights under the provisions of (and as defined in) a deed of covenant entered into by MGL in respect of those PR Debt Instruments in favour of the Relevant Account Holders (as defined in that deed) (“**Deed of Covenant**”) (a copy of which is available for inspection at the specified office of the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent and which MGL acknowledges to apply to the PR Debt Instruments represented by this Global PR Debt Instrument) shall come into effect in respect of a nominal amount of PR Debt Instruments up to the aggregate nominal amount in respect of which one or more Default Notices have been given. Upon each such Default Notice being given, the Global PR Debt Instrument shall become void to the extent of the nominal amount stated in such Default Notice, save to the extent that the Direct Rights fail to take effect, for whatever reason.

No such election may however be made on or before an Exchange Date unless the PR Debt Instrument Holder elects in such notice that the exchange of the PR Debt Instruments to which such election relates shall no longer take place.

5. Form of Final Terms

This section contains the forms of Final Terms that the Issuer will complete when offering any PR Debt Instruments under the Programme.

Set out below is the form of Final Terms which will be completed for each Tranche of PR Debt Instruments issued under the Programme which have a minimum denomination of €100,000 (or its equivalent in any other currency).

[NOTIFICATION UNDER SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “SFA”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “CMP Regulations 2018”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the PR Debt Instruments are [prescribed capital markets products’]/[capital market products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and are [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]¹

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the PR Debt Instruments has led to the conclusion that: (i) the target market for the PR Debt Instruments is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “MiFID II”); and (ii) all channels for distribution of the PR Debt Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the PR Debt Instruments (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the PR Debt Instruments (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[UK MiFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the PR Debt Instruments has led to the conclusion that: (i) the target market for the PR Debt Instruments is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“COBS”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“UK MiFIR”); and (ii) all channels for distribution of the PR Debt Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the PR Debt Instruments (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “UK MiFIR Product Governance Rules”) is responsible for undertaking its own target market assessment in respect of the PR Debt Instruments (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The PR Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a

¹ For any PR Debt Instruments to be offered to Singapore investors, the Issuer is to consider whether it needs to re-classify the PR Debt Instruments pursuant to Section 309B of the SFA prior to launch of the offer.

retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the PR Debt Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the PR Debt Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]²

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The PR Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (the “**FSMA**”) to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the PR Debt Instruments or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the PR Debt Instruments or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]³

FINAL TERMS DATED [●]

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)

Issue of

[Currency and Principal Amount of Tranche]

[Type of PR Debt Instruments]

Unsubordinated Debt Instruments due [●]

[Current Programme Limit]

DEBT INSTRUMENT PROGRAMME

² Delete legend if the PR Debt Instruments do not constitute “packaged” products, in which case, insert “Not Applicable” in paragraph 31 of Part A below. Include legend if the PR Debt Instruments may constitute “packaged” products and the Issuer intends to prohibit the PR Debt Instruments being offered, sold or otherwise made available to EEA retail investors. In this case, insert “Applicable” in paragraph 31 of Part A below.

³ Delete legend if the PR Debt Instruments do not constitute “packaged” products, in which case, insert “Not Applicable” in paragraph 32 of Part A below. Include legend if the PR Debt Instruments may constitute “packaged” products and the Issuer intends to prohibit the PR Debt Instruments being offered, sold or otherwise made available to UK retail investors. In this case, insert “Applicable” in paragraph 31 of Part A below.

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (“**Conditions**”) set forth in the Base Prospectus dated [●], which are incorporated by reference into the Base Prospectus dated [●] [and the supplement[s] to such Base Prospectus dated [●] [and [●]] ([together] “**Supplement[s] to the Base Prospectus**”) which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA (the “**UK Prospectus Regulation**”). This document constitutes the final terms of a Tranche of [type of PR Debt Instruments / PR Debt Instruments] described herein (“**PR Debt Instruments**”) for the purposes of the UK Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented] in order to obtain all the relevant information.

The Base Prospectus [and the Supplement[s] to the Base Prospectus]] [has] [have] been published on the website of the London Stock Exchange at <https://www.londonstockexchange.com/news?tab=news-explorer>.

1	Issuer:	Macquarie Group Limited (LEI: ACMHD8HWFMFUIQQ8y590)
2	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
	(iii) Date on which the PR Debt Instruments will be consolidated and form a single series	[The PR Debt Instruments will be consolidated and form a single series with [●] [on the Issue Date / upon exchange of the Temporary Global PR Debt Instrument for interests in the Permanent Global PR Debt Instrument, as referred to in paragraph 24 below, which is expected to occur on or about [●]]/[Not Applicable]
3	Specified Currency [or Currencies]:	[●]
4	Aggregate Nominal Amount:	[●]
	(i) [Series]	[●]
	(ii) [Tranche]	[●]
5	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [●]]
6	Specified Denominations:	[[●] / €100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No PR Debt Instruments in definitive form will be issued with a denomination above €199,000]
7	(i) Issue/Deposit Date:	[●]
	(ii) Interest Commencement Date:	[[●] / Issue Date]
8	Maturity Date:	[[●] / Interest Payment Date falling in or nearest to [●]]

- 9 Interest Basis: [[●]% Fixed Rate]
[[LIBOR / SONIA / SOFR / EURIBOR / BBSW / BKBM / HIBOR / BA-CDOR / SIBOR] +/- [●]% Floating Rate]
[Fixed/Floating Rate]
[Zero Coupon]
- 10 Change of Interest Basis or Redemption/ Payment Basis: *[Specify details of any provision for change of PR Debt Instruments into another Interest Basis or Redemption/Payment Basis.]*
- 11 Default Interest (Condition 5.5(d)): [[●] / Not Applicable]
- 12 Redemption Basis: [Redemption at par / [●]]
- 13 Change of Interest Basis: [Applicable. [Fixed/Floating Rate Interest Basis.] See paragraph 9 above and paragraph 19 below / Not Applicable]
- 14 Put / Call Options: [Investor Put/ Issuer Call] (see paragraph [20 / 21] below) / Not Applicable]
- 15 [Date [Board] approval of issuance of PR Debt Instruments obtained: [●]
(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of PR Debt Instruments)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 16 **Fixed Rate PR Debt Instrument Provisions:** [Applicable [in respect of the period from, and including [●], to but excluding [●] (see paragraph 19 below)] - see Condition 5.2 / Not Applicable]
- (i) Interest Rate(s): [●] per cent. per annum [payable [annually / semi-annually / quarterly / monthly] in arrear]
- (ii) Interest Payment Date(s): [●] in each year [(adjusted in accordance with the Business Day Convention)] [commencing on [●]]]
- (iii) Fixed Coupon Amount: [●] per [●] in Nominal Amount
- (iv) Broken Amount: [Initial Broken Amount: [●] / Final Broken Amount: [●] / Not Applicable]
- (v) Day Count Fraction: [Actual/365] / [Actual/Actual] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [30E/360 (ISDA)] / [Australian Bond Basis] / [Actual/Actual-ICMA]
- (vi) Business Day Convention: [Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]

17	Floating Rate PR Debt Instrument Provisions:	[Applicable [in respect of the period from, and including [●], to but excluding [●] (see paragraph 19 below)] - see Condition 5.3 / Not Applicable]
(i)	Interest Periods:	[●]
(ii)	Interest Payment Date(s):	[●]
(iii)	Business Day Convention:	[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]
(iv)	Relevant Financial Centre(s):	[London / Brussels / Sydney / Auckland and Wellington / Hong Kong / Toronto / Singapore]
(v)	Manner in which the Interest Rate(s) and interest Amount(s) are to be determined:	[ISDA Determination / Screen Rate Determination]
(vi)	Party responsible for determining the Interest Rate(s) or calculating the Interest Amount(s):	Calculation Agent: [●]
(vii)	ISDA Determination:	[Applicable / Not Applicable]
	[Floating Rate Option:]	[●]
	[Designated Maturity:]	[●]
	[Reset Date:]	[●]
(viii)	Screen Rate Determination:	[Applicable / Not Applicable]
	[Reference Rate:]	[LIBOR / EURIBOR / BBSW / BKBM / HIBOR / BA-CDOR / SIBOR / Compounded Daily SONIA / SONIA Index Determination / Average SONIA / SOFR Arithmetic Mean / SOFR Delay Compound / SOFR Index Compound / SOFR Lockout Compound / SOFR Lookback Compound / SOFR Shift Compound]
	[Interest Determination Date(s):]	[●]
	[Relevant Screen Page:]	[●]
	[Relevant Time:]	[●]
	[Reference Banks:]	[●]
	[Principal Financial Centre:]	[[●] / Condition [5.3(b)(ii)] will apply]

[SONIA Provisions:

Observation Method: [Lag/Observation Shift/Not Applicable]

[Lag Lookback Period (p):] [[5/[●] London Banking Days] / [Not Applicable]]

[Observation Shift Period:] 5/[●] London Banking Days][Not Applicable]

(N.B. When setting the Lag Lookback Period (p) or the Observation Shift Period, the practicalities of this period should be discussed with the Calculation Agent. It is anticipated that ‘(p)’ will be no fewer than 5 London Banking Days unless otherwise agreed with the Calculation Agent)

[Relevant Number:] [●] London Banking Days][Not Applicable]

(Not applicable unless the Reference Rate is SONIA Index Determination)

(N.B. When setting the Relevant Number, the practicalities of this period should be discussed with the Calculation Agent. It is anticipated that the Relevant Number will be no fewer than 5 London Banking Days unless otherwise agreed with the Calculation Agent)

(It is anticipated that Screen Rate Determination will be used on an issue by issue basis, unless otherwise agreed between the Relevant Issuer and the relevant dealer or the relevant managers on the launch of a particular issue.)

[SOFR Provisions:

[“p” U.S. Government Securities Business Days:] [[●] U.S. Government Securities Business Days][Not Applicable]

[SOFR Rate Cut-Off Date:] [●][Not Applicable]

[SOFR Interest Accrual Period End Dates:] [●](Not applicable unless the Reference Rate is SOFR Shift Compound)

(ix) Margin: [+/-] [●]

(x) Minimum Interest Rate: [●]

- | | | |
|-----------|---|--|
| (xi) | Maximum Interest Rate: | [●] |
| (xii) | Day Count Fraction: | [Actual/365] / [Actual/Actual] / [Actual/365 (Fixed)] / [Actual/360] / [30/360] / [360/360] / [Bond Basis] / [30E/360] / [30E/360 (ISDA)] / [Australian Bond Basis] / [Actual/Actual-ICMA] |
| (xiii) | Fallback Interest Rate: | [See Condition 5.3(d) / [●]] |
| (xiv) | Representative Amount: | [●] |
| 18 | Zero Coupon PR Debt Instrument Provisions: | [Applicable / Not Applicable] |
| (i) | Accrual Yield: | [Not Applicable / [●]% per annum] |
| (ii) | Amortisation Yield: | [Not Applicable / [●]% per annum] |
| (iii) | Reference Price: | [Not Applicable / [●]] |
| (iv) | Day Count Fraction: | [●] |
| 19 | Fixed/Floating Rate Interest Basis Provisions: | [Applicable / Not Applicable] |
| (i) | First Interest Basis: | [[Fixed Rate / Floating Rate] [in accordance with paragraph [16/17] above and Condition 5.4] |
| (ii) | Second Interest Basis: | [[Fixed Rate / Floating Rate] [in accordance with paragraph [16/17] above and Condition 5.4] |
| (iii) | Interest Basis Conversion Date: | [●] |

PROVISIONS RELATING TO REDEMPTION

- | | | |
|-----------|--|---|
| 20 | Redemption at Issuer's option (Call): | [Not Applicable / Condition 6.2 is Applicable] |
| (i) | Optional Redemption Date(s): | [Any Business Day (being, in the case of interest-bearing PR Debt Instruments, an Interest Payment Date) / [●]] |
| (ii) | Early Redemption Amount (Call): | [Outstanding nominal amount / [●]] |
| (iii) | If redeemable in part: | [Applicable / [●]] |
| (a) | Minimum Redemption Amount | [●] |
| (b) | Maximum Redemption Amount | [●] |

- (iv) Notice period (if other than set out in the Conditions): [Minimum: 30 / [●] days]
[Maximum: 60 / [●] days]
- 21 **Redemption at PR Debt Instrument Holder's option (Put):** [Not Applicable / Condition 6.3 is Applicable]
- (i) Optional Redemption Date(s): [Any Business Day (being, in the case of interest-bearing PR Debt Instruments, an Interest Payment Date) / [●]]
- (ii) Early Redemption Amount (Put): [Outstanding nominal amount / [●]]
- (iii) Notice period (if other than set out in the Conditions): [Minimum: 30 / [●] days]
[Maximum: 60 / [●] days]
- 22 **Final Redemption Amount of each PR Debt Instrument:** [Not Applicable / Maturity Redemption Amount: [●]]
- 23 **Early Redemption Amount**
- (i) Early Redemption Amount (Tax) (Condition 6.4): [Outstanding nominal amount / [●]]
- (ii) Early Redemption Amount (Default) (Condition 9): [Outstanding nominal amount / [●]]

GENERAL PROVISIONS APPLICABLE TO THE PR DEBT INSTRUMENTS

- 24 Form of PR Debt Instrument:
- (i) Form: [Bearer / Registered]
[Bearer (Condition 1.1).
Temporary Global PR Debt Instrument exchangeable for a Permanent Global PR Debt Instrument upon certification as to non-US beneficial ownership no earlier than 40 days after the completion of distribution of the PR Debt Instruments as determined by the Issuing and Paying Agent, which is exchangeable for Definitive PR Debt Instruments in certain limited circumstances.]
[Bearer (Condition 1.1)
On issue the PR Debt Instruments will be represented by a PR Debt Instrument in permanent global form, exchangeable for PR Debt Instruments in definitive form in certain limited circumstances.]
- (ii) Type: [Fixed Rate PR Debt Instrument / Floating Rate PR Debt Instrument / Fixed/Floating Interest Rate]

		Basis PR Debt Instrument / Zero Coupon PR Debt Instrument]
25	Additional Business Centre or other special provisions relating to Payment Dates:	[[●] / Not Applicable]
26	Talons for future Coupons to be attached to Definitive PR Debt Instruments (and dates on which such Talons mature):	[No / Yes, as the PR Debt Instruments have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made]
27	Governing law:	[English law / The laws of New South Wales]
28	Place for notices:	[[●] / Condition [18.1 / 18.2] will apply]
29	Public Offer:	Not Applicable

DISTRIBUTION

30	U.S. Selling Restrictions:	[Reg. S Category 2]/TEFRA: [Not Applicable / C Rules / D Rules]
31	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] <i>(If the PR Debt Instruments clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the PR Debt Instruments may constitute “packaged” products and no KID will be prepared in the EEA, “Applicable” should be specified.)</i>
32	Prohibition of Sales to UK Retail Investors:	[Applicable/Not Applicable] <i>(If the PR Debt Instruments clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the PR Debt Instruments may constitute “packaged” products and no KID will be prepared in the UK, “Applicable” should be specified.)</i>
33	Method of distribution:	[Syndicated/ Non-syndicated]
34	If syndicated, names of Managers:	[Not Applicable/[●]]
35	Stabilisation Manager(s) (if any)	[●]
36	If non-syndicated, name of relevant Dealer:	[Not Applicable/[●]]

CONFIRMED

MACQUARIE GROUP LIMITED

By:
[Authorised Person]

PART B - OTHER INFORMATION**1 LISTING AND ADMISSION TO TRADING**

- (i) Listing: Application [has been / will be] made for the PR Debt Instruments to be listed on the Official List of the FCA with effect from [●]
- (ii) Admission to trading: Application [has been / will be] made for the PR Debt Instruments to be admitted to trading on the main market of the London Stock Exchange plc with effect from [●]
- (iii) Estimate of total expenses related to admission to trading: [●]

2 RATINGS

- Credit Ratings: [The PR Debt Instruments to be issued have not been rated by any rating agency.]
- [The PR Debt Instruments to be issued [[have been rated] / [are expected to be rated]] by the following ratings agency(ies):
- [S&P Global Ratings, Inc.: [●]]
- [Moody's Investors Service Pty Limited: [●]]
- [Fitch Australia Pty Ltd]: [●]

3 INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE / OFFER]

[Save for the fees payable to [●] [and [●]] as [a] Dealer[s] (as generally discussed in "Subscription and Sale" on pages [●] to [●] of the Base Prospectus dated [●]), so far as the Issuer is aware, no person involved in the offer of the PR Debt Instruments has an interest material to the offer.

4 USE OF PROCEEDS AND ESTIMATED NET PROCEEDS

- Use of proceeds: [●]
- Estimated net proceeds: [●]

5 YIELD (Fixed Rate PR Debt Instruments only)

- Indication of yield: [●]

6 BENCHMARKS

Relevant Benchmark[s]: [[LIBOR / SONIA / SOFR / EURIBOR / BBSW / BKBM / HIBOR / BA-CDOR / SIBOR] is provided by [administrator legal name] [repeat as necessary].

[As at the date hereof, [administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by [ESMA][FCA] pursuant to Article 36 (*Register of administrators and benchmarks*) of [Regulation (EU) 2016/1011, as amended][Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA] / [As far as the Issuer is aware, as at the date hereof, the [LIBOR / SONIA / SOFR / EURIBOR / BBSW / BKBM / HIBOR / BA-CDOR / SIBOR] does not fall within the scope of [Regulation (EU) 2016/1011, as amended][Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA]] / [Not Applicable]

7 OPERATIONAL INFORMATION

ISIN Code: [●]

Common Code: [●]

CUSIP: [●]

CMU instrument number: [●]

CFI: [[See / [●], as updated, as set out on] the website of Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]

FISN: [[See / [●], as updated, as set out on] the website of Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]

Any clearing system(s) other than Euroclear Bank SA/NV, and Clearstream Banking, S.A. or the CMU Service and the relevant identification number(s): [Not Applicable / Austraclear system / [●]]

Delivery:	Delivery [against / free of] payment
Issuing and Paying Agent:	[Citibank, N.A., London Branch] / [●]
[Additional Paying Agent(s) (if any):]	[Not Applicable / [●]]
CMU Lodging Agent:	[Not Applicable / [Citicorp International Limited] / [●]]
Registrar:	[●]
Transfer Agent:	[●]
Common Depositary:	[Not Applicable / [●]]
Place of delivery of Definitive PR Debt Instruments:	[●]

6. Macquarie Group Limited

This section sets out information relating to MGL and the nature of its business and provides a description of certain supervisory and regulatory bodies, as well as regulations to which MGL is subject.

Information about Macquarie Group Limited

MGL is the ultimate holding company for all other companies and entities within the Macquarie Group. As at the date of this Base Prospectus, MGL is not a subsidiary of, nor controlled by, any other company.

MGL (ABN 94 122 169 279) was incorporated on 12 October 2006 with limited liability for an unlimited duration. It is incorporated in Australia, registered in Victoria and is regulated by the Corporations Act 2001 of Australia (“**Corporations Act**”).

The registered office of MGL is Level 6, 50 Martin Place, Sydney, New South Wales 2000, Australia. MGL’s principal administrative office is 50 Martin Place, Sydney, New South Wales 2000, Australia. The telephone number of MGL’s principal place of business is + 61 2 8232 3333.

MGL’s corporate governance practices have been consistent with the 4th edition of the ASX Corporate Governance Council’s Corporate Governance Principles and Recommendations throughout the year ended 31 March 2021.

MGL is an ASX-listed diversified financial services holding company headquartered in Sydney, Australia and regulated as a non-operating holding company (“**NOHC**”) of an Australian “authorised deposit-taking institution” (“**ADI**”) by the Australian Prudential Regulation Authority (“**APRA**”), the prudential regulator of the Australian financial services industry. As a provider of asset management and finance, banking, advisory and risk and capital solutions across debt, equity and commodities, the Macquarie Group is primarily a client-driven business which generates income by providing a diversified range of products and services to its clients. The Macquarie Group acts primarily as an investment intermediary for institutional, corporate, government, and retail clients and counterparties around the world.

The Macquarie Group’s operations are conducted primarily through two groups, within which the individual businesses operate – the “**Macquarie Bank Group**”, consisting of Macquarie B.H. Pty Ltd (the direct parent of MBL) and its controlled entities including MBL and the “**Non-Bank Group**”, consisting of Macquarie Group Limited, Macquarie Financial Holdings Limited and its controlled entities and Macquarie Asset Management Holding Pty Ltd and its controlled entities. More specifically, the Non-Bank Group consists of Macquarie Asset Management; Macquarie Capital and certain assets of the Credit Markets business, certain activities of the Commodity Markets and Finance business; and some other less financially significant activities of Commodities & Global Markets. Further details of the Macquarie Bank Group and the Non-Bank Group are provided below.

On 13 November 2007, MGL became the ultimate holding company of MBL and its controlled entities. As such, the historical consolidated financial statements of MBL reflect the historical results of operations and financial condition of MGL’s businesses, with certain limited exceptions.

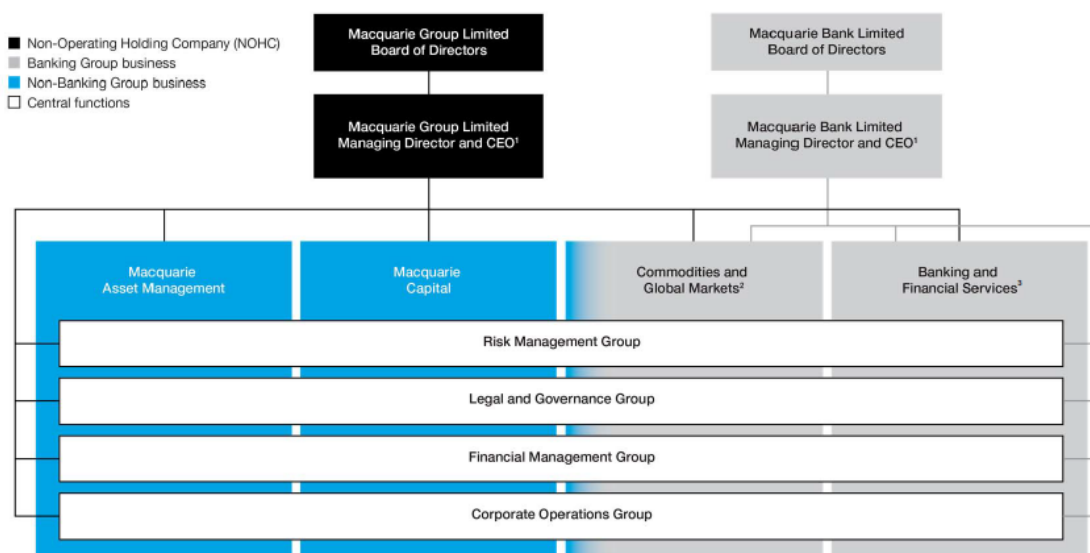
As at 31 March 2021, the Macquarie Group employed over 16,459⁴ staff globally and had total assets of A\$245.7 billion and total equity of A\$22.4 billion.

⁴ This figure includes staff employed in certain operationally segregated subsidiaries.

For the year ending 31 March 2021, the Group's net operating income was A\$12,774 million and profit after tax attributable to ordinary equity holders was A\$3,015 million, with 68% of the Macquarie Group's total net operating income (excluding earnings on capital and other corporate items) derived from regions outside Australia.

Organisational Structure

As at 31 March 2021, MGL's organisational structure was as follows:



1. The MGL CEO has senior executive responsibility for the management of the business activities of the Banking Group. The MBL CEO has senior executive oversight of the Banking Group's position in order to protect MBL's interests and fulfil its responsibilities as an ADI. The MBL CEO assists the MGL CEO in fulfilling her responsibilities to MBL. 2. Certain assets of the Credit Markets business, certain activities of the Commodity Markets and Finance business, and some other less financially significant activities are undertaken from within the Non-Banking group. 3. The current Group Head of BFS is also the Deputy Group CEO.

MBL and MGL have corporate governance and policy frameworks that meet APRA's requirements for Australian ADIs and authorised non-operating holding companies, respectively. The Macquarie Bank Group and the Non-Bank Group operate as separate sub-groups within MGL with clearly identifiable businesses, separate capital requirements and discrete funding programmes. Although the Macquarie Bank Group and the Non-Bank Group operate as separate sub-groups, both are integral to the Macquarie Group's identity and strategy as they assist the Macquarie Group in continuing to pursue value adding and diversified business opportunities while meeting its obligations under APRA rules.

Shared Services

Macquarie Bank Group currently provides shared services to both the Macquarie Bank Group and the Non-Bank Group through the Corporate segment. The Corporate segment is not considered an operating group and comprises four central functions: Risk Management, Legal and Governance, Financial Management and Corporate Operations. Shared services include: Risk Management, Finance, Information Technology, Group Treasury, Settlement Services, Markets Operations, Human Resources Services, Business Services, Corporate Governance, Corporate Affairs, Taxation Services, Business Improvement and Strategy Services, Central Executive Services and other services as may be agreed from time to time.

MGL will continue to monitor and review the appropriateness of the MGL structure. From time to time, the optimal allocation of its businesses between the Macquarie Bank Group and the Non-Bank Group and within the Macquarie Bank Group and the Non-Bank Group may be adjusted and it may make changes in light of relevant factors, including business growth, regulatory considerations, market developments and counterparty considerations.

Business Overview

The following describes the Macquarie Bank Group and Non-Bank Groups' operations.

Overview of Macquarie Bank Group

MBL is headquartered in Sydney, Australia and is an Australian ADI regulated by APRA that, directly and through subsidiaries, engages in Australian and international financial services businesses.

MBL began in 1969 as the merchant bank Hill Samuel Australia Limited, a wholly-owned subsidiary of Hill Samuel & Co. Limited, London. Authority for MBL to conduct banking business in Australia was received from the Australian Federal Treasurer on 28 February 1985.

MBL's ordinary shares were listed on the Australian Securities Exchange operated by ASX Limited ("ASX") on 29 July 1996 until the corporate restructuring of the Macquarie Group in November 2007. Although MBL's ordinary shares are no longer listed on ASX, certain debt securities continue to be listed on ASX and accordingly, MBL remains subject to the disclosure and other requirements of ASX as they apply to companies with debt securities listed on the ASX.

The Macquarie Bank Group comprises the following operating groups: Banking and Financial Services; and Commodities and Global Markets (excluding certain assets of the Credit Markets business; certain activities of the Commodity Markets and Finance business; and some other less financially significant activities).

Overview of Non-Bank Group

The Non-Bank Group consists of Macquarie Asset Management; Macquarie Capital and certain assets of the Credit Markets business, certain activities of the Commodity Markets and Finance business; and some other less financially significant activities of Commodities and Global Markets.

The following divisions and activities form the Non-Bank Group:

- Macquarie Asset Management provides investment solutions to clients across a range of capabilities, including infrastructure & renewables, real estate, agriculture, transportation finance, private credit, equities, fixed income and multi-asset solutions.
- Macquarie Capital has global capability in advisory and capital raising services, investing alongside partners and clients across the capital structure, providing clients with specialist expertise, advice and flexible capital solutions across a range of sectors. It also has capability in the development and investment in infrastructure and energy projects and companies and, in relation to renewable energy projects, the supply of green energy solutions to corporate clients. Macquarie Capital's equities brokerage business provides clients with access to equity research, sales, execution capabilities and corporate access.
- Certain assets of the Credit Markets business, certain activities of the Commodity Markets and Finance business; and some other less financially significant activities of Commodities & Global Markets.

Profit Estimate

MGL does not make profit forecasts or estimates.

Lawsuits and Contingent liabilities

The Macquarie Group is a large diversified Australian-based financial institution with a long and successful history. Like any financial institution, Macquarie Group has been subject to legal claims.

As appropriate, the Macquarie Group makes provision for and recognises contingent liabilities in respect of actual and potential claims and proceedings that have not been determined. An assessment of likely losses is made on a case-by-case basis for the purposes of Macquarie Group's consolidated financial statements and specific provisions that Macquarie Group considers appropriate are made, as described in the Notes to Macquarie Group's consolidated financial statements for the year ended 31 March 2021.

There are no, nor have there been, any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which MGL is aware) in the 12 month period prior to the date of this Base Prospectus, which may have or have had a significant effect on the financial position or profitability of MGL or the Macquarie Group.

Material Contracts

There are no material contracts that are not entered into in the ordinary course of MGL's business which could result in MGL or any entity within the Macquarie Group being under an obligation or entitlement that is material to MGL's ability to meet its obligations to PR Debt Instrument Holders in respect of the PR Debt Instruments.

Credit rating

As at the date of this Base Prospectus, MGL has the following debt ratings for long-term unsubordinated unsecured obligations:

- S&P Global Ratings, Inc.: BBB+;
- Moody's Investors Service Pty Limited: A3; and
- Fitch Australia Pty Ltd: A-.

Shareholders and Capital

As at 31 March 2021, MGL had on issue 361,821,377 fully paid ordinary shares. The ordinary shares of MGL are listed in Australia on the ASX.

As at the date of this Base Prospectus, MGL is neither directly nor indirectly controlled by any of its shareholders.

Regulatory oversight and recent developments

Australia

In Australia, the principal regulators that supervise and regulate the Macquarie Group's activities are APRA, the Reserve Bank of Australia ("RBA"), the Australian Securities and Investments Commission ("ASIC"), ASX Limited (as the operator of the Australian Securities Exchange ("ASX") market), the Australian Securities Exchange Limited (as the operator of the ASX24 (formerly known as the Sydney Futures Exchange) market), the Australian Competition and Consumer Commission ("ACCC") and the Australian Transaction Reports and Analysis Centre ("AUSTRAC").

APRA

APRA is the prudential regulator of the Australian financial services industry. APRA establishes and enforces prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by institutions under APRA's supervision are met within a stable, efficient and competitive financial system. MGL has corporate governance and policy frameworks designed to meet APRA's requirements for NOHCs.

The Banking Act confers wide powers on APRA which are to be exercised ultimately for the protection of depositors of ADIs in Australia and for the promotion of financial system stability in Australia. In particular, APRA has power under the Banking Act (i) to investigate MGL's affairs and/or issue a direction to it (such a direction to comply with a prudential requirement, to conduct an audit, to remove a director or senior manager, to ensure a director or senior manager does not take part in the management or conduct of the business, to appoint a person as a director or senior manager, not to undertake any financial obligation on behalf of any other person among other things) and (ii) if MGL becomes unable to meet its obligations or suspends payment (and in certain other limited circumstances), to appoint an "ADI statutory manager" to take control of MGL's business.

In its supervision of the Macquarie Group and other ADIs, APRA focuses on capital adequacy, liquidity, market risk, credit risk, operational risk, associations with related entities, large exposures to unrelated entities and funds management, securitisation and covered bonds activities. APRA also focuses on the supervision of non-financial risks including outsourcing, business continuity management, information security, governance, accountability, remuneration, culture and conduct. APRA discharges its responsibilities by requiring ADIs to regularly provide it with reports which set forth a broad range of information, including financial and statistical information relating to their financial position and information in respect of prudential and other matters.

In exercising its powers, APRA works closely with the RBA. The RBA is Australia's central bank and an active participant in the financial markets. It also manages Australia's foreign reserves, issues Australian currency notes, serves as a banker to the Australian Government and, through the Payment Systems Board, supervises the payment system and sets the target cash rate.

ASIC is Australia's corporate, markets and financial services regulator, which regulates Australian companies, financial markets, financial services organisations and professionals who deal and advise in investments, superannuation, insurance, deposit taking and credit. ASIC is also responsible for consumer protection, monitoring and promoting market integrity and licensing in relation to the Australian financial system.

ASX is Australia's primary securities market and MGL's ordinary shares are listed on ASX. MGL and Macquarie Bank each have a contractual obligation to comply with ASX's listing rules, which have the statutory backing of the Corporations Act.

The ACCC is Australia's competition regulator. Its key responsibilities include ensuring that corporations do not act in a way that may have the effect of eliminating or reducing competition and pricing practices, and to oversee product safety and liability issues, pricing practices and third-party access to facilities of national significance. The ACCC's consumer protection activities complement those of Australia state and territory consumer affairs agencies that administer the unfair trading legislation of those jurisdictions.

AUSTRAC is Australia's anti-money-laundering and counter-terrorism financing regulator and specialist financial intelligence unit. It works collaboratively with Australian industries and businesses (including certain entities of the Macquarie Group) in their compliance with anti-money-laundering and counter-terrorism financing legislation. As Australia's financial intelligence unit, AUSTRAC

contributes to investigative and law enforcement work to combat financial crime and to prosecute criminals in Australia and overseas.

Revenue authorities undertake risk reviews and audits as part of their normal activities. MGL has assessed those matters which have been identified in such reviews and audits as well as other taxation claims and litigation, including seeking advice where appropriate, and considers that MGL and the Macquarie Group currently hold appropriate provisions.

Outside Australia, some of the Macquarie Group's key regulators include the United States Securities Exchange Commission ("SEC"), the United States Commodity Futures Trading Commission ("CFTC"), the United States Financial Industry Regulatory Authority, the United Kingdom's FCA and Prudential Regulation Authority, the Hong Kong Monetary Authority, the Monetary Authority of Singapore.

In addition to the foregoing, certain businesses and assets owned or managed by the Macquarie Group in international jurisdictions are subject to additional laws, regulations and oversight that are specific to the industries applicable to those businesses and assets.

As with other financial services providers, MGL continues to face increased supervision and regulation in most of the jurisdictions in which it operates, particularly in the areas of funding, liquidity, capital adequacy and prudential regulation.

Macquarie Group responds to APRA announcement

As announced on 1 April 2021, APRA has determined that Macquarie Bank breached a number of prudential and reporting standards. The matters principally relate to the calculation and reporting of key prudential ratios, specifically certain intra-group funding arrangements as well as liquidity reporting between 2018 and 2020.

The Macquarie Group notes APRA's comment that the breaches are historical and do not impact on the current overall soundness of the Macquarie Group's capital or liquidity positions.

APRA is requiring Macquarie Bank to hold an additional Level 1 operational capital overlay of A\$500 million (effective 1 April 2021), which is expected to reduce Macquarie Bank's level 1 Common Equity Tier 1 ("CET1") ratio from 12.04% (as at 31 March 2021) to 11.30%. This does not impact the broader Level 2 capital position. APRA is also requiring a 15% add on to the net cash outflow component of Macquarie Bank's Liquidity Coverage Ratio ("LCR") calculation and a 1% adjustment to the total available stable funding of its Net Stable Funding Ratio ("NSFR") calculation.

APRA has indicated a period of intensified supervision with Macquarie Group in relation to these matters. While the specific historical matters leading to APRA's actions have been addressed, Macquarie Group has a number of programs in place to strengthen its operating platform and risk governance.

APRA will also be discussing with Macquarie Group the resubmission and restatement of selected historical regulatory returns and reported capital and liquidity ratios.

APRA's prudential supervision – Capital adequacy

APRA's approach to the assessment of an ADI's capital adequacy and liquidity risk management is based on the risk based capital adequacy framework set out in the Basel Committee on Banking Supervisions' ("Basel Committee") publications, "International Convergence of Capital Measurement and Capital Standards a Revised Framework" ("Basel II"), originally released in 2004 and revised in June 2006 and "A global regulatory framework for more resilient banks and banking systems" ("Basel

III”), released in December 2010 and revised in June 2011. APRA’s implementation of the Basel III capital framework began on 1 January 2013.

APRA is in the process of implementing changes to a number of regulatory standards. These changes include APS 110, APS 111, APS 112, APS 113, APS 115, APS 116, APS 117, APS 222. Based on current information available, it remains Macquarie Bank’s expectation that it will have sufficient capital to accommodate likely additional regulatory Tier 1 capital requirements as a result of the proposed changes, noting that the final impact is uncertain given a number of these are subject to consultation and finalisation.

Market risk

On 14 January 2019, the Basel Committee published a set of revisions to the market risk framework (“*Minimum capital requirements for market risk*”), which replaces an earlier version of the standard as published in January 2016. The standard was revised to address issues that the Basel Committee identified in the course of monitoring the implementation and impact of the framework.

On 18 May 2021, APRA issued a letter to ADIs setting out APRA’s expectations for the market risk modelling of risks not in Value at Risk (“**VaR**”) (“**RNIV**”). The aim is to improve the consistency of the application, capitalisation and reporting of RNIV for ADIs accredited to use the internal model approach (“**IMA**”) to traded market risk. IMA ADIs (including Macquarie Bank) use VaR models to determine their regulatory market risk capital. RNIV will be required to be identified, capitalised and reported in accordance with the letter.

APRA plans to commence formal consultation on the broader reforms to the market risk framework, known as the fundamental review of the trading book. The revised standard is now expected to take effect from 1 January 2024.

IRRBB

In September 2019, APRA issued a response to submissions in respect of interest rate risk in the banking book (“**IRRBB**”). While only IRB (Internal Ratings Based) ADIs (including Macquarie Bank) are subject to a capital requirement for IRRBB and therefore will be impacted by changes to the capital calculation, all ADIs will be impacted by changes to the risk management requirements. The key proposals are to:

- standardise aspects of the internal modelling approach including placing constraints on the repricing assumptions an ADI can use for non-maturity deposits according to whether or not it is a core deposit and the calculations for optionality risk;
- remove the basis risk capital add-on; and
- extend the application of risk management requirements to all ADIs.

Due to the COVID-19 pandemic, APRA has deferred its scheduled implementation of these changes by one year to 1 January 2023.

Measurement of capital

APRA is considering updates to its criteria for measuring an ADI’s regulatory capital and released a discussion paper on 15 October 2019 regarding proposed changes to APS 111, “Revisions to APS 111 Capital Adequacy: Measurement of Capital”. These updates incorporate further technical information to assist ADIs in issuing capital instruments, as well as recent changes to international standards and guidance on capital adequacy measures. APRA is also reviewing the capital treatment of a parent ADI’s

equity investments in banking and insurance subsidiaries, to ensure that sufficient capital is held by the parent ADI for the protection of depositors in Australia. On 10 May, 2021, APRA released a response to submissions and revised draft standard for APS 111.

The revised capital treatment of ADIs' equity investments in their subsidiaries is the most material change to APS 111. This revision will, in effect, increase the amount of capital required to support equity investments in large subsidiaries and reduce the amount required for small subsidiaries. For banking and insurance subsidiaries where the total value of the equity investment into an individual subsidiary is above 10% of an ADI's Level 1 CET1 capital, the amount above this level is required to be treated as a CET1 deduction. The amount of the investment below this level will be treated as a 250% risk weight (compared to the current 400% risk weight for unlisted subsidiaries). This change is not expected to increase system capital requirements, though the impact will differ across individual ADIs.

As communicated by APRA on 10 November 2020, until the new APS 111 is finalised and implemented, APRA will require any new or additional equity investments in banking and insurance subsidiaries, where the amount of that new or additional investments takes the aggregate value of the investment above 10% of an ADI's CET1 capital, to be fully funded by equity capital at the ADI parent company level. This treatment would apply to the proportion of the new or additional investment that is above 10% of an ADI's CET1 capital.

Other changes included in the APS 111 draft standard released on 10 May, 2021 include:

- incorporating into the prudential standard various rulings and technical information APRA has published since APS 111 was last substantially updated in 2013;
- promoting simple and transparent capital issuance by removing the allowance for the use of special purpose vehicles (SPVs) and stapled security structures; and
- aligning APS 111 with updated guidance from Basel Committee on Banking Supervision.
- requiring a full deduction of total loss absorbing capital ("TLAC") exposures and pari passu instruments from Tier 2 Capital. A full deduction is consistent with APRA's existing approach to an ADI's holdings of another ADI's, or their own, regulatory capital instruments. APRA's proposal adopted the Basel Committee's framework of requiring a Tier 2 Capital deduction of TLAC instruments but did not adopt a threshold approach.

The revised draft standard also contains further minor revisions for consultation which were not included as part of the 2019 consultation. These revisions include measures to clarify that CET1 capital is not permitted to have any unusual features that could undermine its role as the highest quality loss absorbing capital. The consultation period for these further minor revisions closes on 10 June 2021. APRA expects to finalize changes to APS 111 in the second half of 2021, with the revised standard coming into force from 1 January 2022.

"Unquestionably Strong"

Following the Basel Committee's Basel III announcement on 7 December 2017, on 14 February 2018, APRA published two discussion papers on proposed changes to the ADI capital framework and leverage requirements for Australian ADIs (the "**Discussion Papers**"). APRA's capital framework discussion paper considered the Basel III reforms and provided insights on how it intends to implement "Unquestionably Strong" benchmarks. Australian ADIs were expected to build up capital buffers to meet APRA's "Unquestionably Strong" benchmarks as of 1 January 2020. APRA has advised as part of its response to COVID-19 that it envisaged Australian ADIs may need to utilise some of their current

large capital buffers to promote the continued flow of credit, noting that the banking system would still be operating comfortably above minimum requirements.

The Discussion Papers also outlined potential revisions to the leverage ratio requirements for ADIs, including APRA's intention to apply a minimum leverage ratio for ADIs, expressed as the ratio of Tier 1 Capital to total exposures.

On 27 November 2018, APRA released its Response to Submissions Paper in relation to the introduction of the leverage ratio requirement for ADIs and revised draft of APS 110. In summary, in response to the submissions, APRA proposes to set a minimum leverage ratio requirement for IRB ADIs at 3.5% and standardised ADIs at 3%; allow standardised ADIs to use AASB, rather than more complex Basel III methodology, to calculate certain parts of the ratio; and require IRB ADIs (of which Macquarie Bank is) to largely follow the Basel III methodology to calculate their leverage ratios. On 21 November 2019, APRA proposed further amendments to incorporate recent technical changes to the Basel Committee's leverage ratio standard.

A further response to the Submission was released by APRA on 12 June 2019. This response paper addresses key elements of the proposals relating to residential mortgages, the standardised approaches to credit risk and operational risk, and the simplified framework.

Accompanying this response paper were draft versions of the following Prudential Standards:

- APS 112 Capital Adequacy: Standardised Approach to Credit Risk – among other changes, APRA is proposing: (i) to narrow the definition of non-standard mortgage and amend mortgage risk weights; (ii) differentiate between owner-occupied, principal-and-interest mortgages as compared to all other mortgages; (iii) apply more granular risk weightings for SME exposures and recognise that collateral (motor vehicles, commercial property and plant, equipment and machinery) may mitigate losses in default; (iv) broaden the definition of “subordinated debt” to capture both contractual and structural subordination and recalibrate certain supervisory haircuts; and (v) introduce new exposure formula and minimum haircut floors for securities financing transactions.
- APS 113 Capital Adequacy: Internal Ratings-based Approach to Credit Risk – amending the residential mortgages extract, including to more narrowly define the scope of residential mortgages and to simplify the method for calculating capital requirements for residential mortgages; and
- APS 115 Capital Adequacy: Standardised Measurement Approach to Operational Risk – revised to replace the Advanced Measurement Approach and reflect the requirements of the Standardised Measurement Approach, excluding the loss component, and released as final in December 2019.

APRA proposed the revisions to the Basel III capital framework were to come into effect from 1 January 2022 but due to COVID-19, APRA deferred the implementation of certain Basel III reforms (including APS 110, 112, 113 and 115) by one year to 1 January 2023.

On 8 December 2020, APRA released proposed revisions to the capital framework relating to APS 110, APS 112 and APS 113. The consultation aims to embed “unquestionably strong” levels of capital, improving the framework's flexibility and transparency and ADI capital strength. The consultation period ended on 1 April 2021. APRA's proposed improvements to the capital framework include:

- greater risk sensitivity within the risk weighting framework, including more differentiated risk weights for different types of mortgages and reduced risk weights for small business lending;

- providing for ADIs to hold a larger share of their required capital as buffers, enhancing the ability of the framework to respond flexibly to future stress events; and
- improving the transparency of the framework by requiring all ADIs to disclose their capital ratios on a common basis and making it easier to reconcile the Australian framework with international standards.

Liquidity

APRA's liquidity standard (APS 210) details the local implementation of the Basel III liquidity framework for Australian banks. In addition to a range of qualitative requirements, APS 210 incorporates the LCR and the NSFR. The LCR and NSFR apply specifically to MBL (the regulated ADI in the Macquarie Group). As an APRA authorised and regulated NOHC, MGL is required to manage liquidity in compliance with APS 210's qualitative requirements. The LCR requires unencumbered liquid assets to be held to cover expected net cash outflows under a combined "idiosyncratic" and market-wide stress scenario lasting 30 calendar days. The NSFR is a 12-month structural funding metric requiring that "available stable funding" be sufficient to cover "required stable funding", where "stable" funding has an actual or assumed maturity of greater than 12 months. Macquarie Bank currently complies with the requirements of the LCR and NSFR.

Under APS 210, liquid assets include cash, balances held with central banks, Australian dollar Commonwealth Government and semi-government securities, any allocation under the RBA's Committed Liquidity Facility ("CLF"), as well as foreign currency High Quality Liquid Assets ("HQLA") securities. On 6 November 2020, in response to requests from specific ADIs, APRA announced a A\$35 billion reduction in the aggregate amount of the CLF made available by the RBA from the amount at the start of 2020, due to material improvements in ADIs' funding and liquidity along with substantial HQLA increases due to unforeseen increases in government debt since the January 2020 CLF allocations. In 2021, APRA announced further reductions of A\$46 billion (effective 1 February 2021) and A\$3 billion (effective 1 April 2021) in the aggregate amount of the CLF due to sustained higher levels of outstanding government securities.

Crisis Management and Resolution Planning

As part of strengthening its crisis preparedness and resolution capabilities, APRA is developing a new Prudential Standard for recovery and resolution planning which will implement reforms from the Financial Sector Legislation Amendment (Crisis Resolution Powers and Other Measures) Act 2018 (the "**Crisis Management Act**"). The Prudential Standard is expected to set out requirements for the development and execution of recovery and resolution plans. The Prudential Standard will apply to ADIs, general insurers and life insurers. APRA expects to progress the development of the prudential standard in the year ahead, with a view to releasing a draft standard for consultation in late 2021 or early 2022.

APRA is in discussions with the Macquarie Group on resolution planning and intragroup funding. These discussions are progressing and as part of the discussions, Macquarie Group Services Australia, the main group shared services entity for both the Macquarie Bank Group and Non-Banking Group, was transferred to the Macquarie Bank Group in November 2020.

APRA's proposal for increasing the loss-absorbing capacity of ADIs for resolution purposes

On 8 November 2018, APRA released a discussion paper announcing proposed changes to the application of the capital adequacy framework for ADIs to support orderly resolution in the event of failure. The announcement follows the Australian Government's 2014 Financial System Inquiry which recommended that APRA implement a framework for minimum loss-absorbing and recapitalisation capacity in line with emerging international practice.

The key elements of the proposed approach are:

- a new requirement for ADIs to maintain additional loss absorbency for resolution purposes. The requirement would be implemented by adjusting the amount of total capital that ADIs must maintain (estimated to be an additional 4 to 5% of capital), therefore using existing capital instruments rather than introducing new forms of loss-absorbing instruments (expected to be in the form of Tier 2 Capital); and
- for ADIs that are not domestic systemically important banks (“**D-SIBs**”) (such as Macquarie Bank), the need for additional loss absorbency would be considered as part of resolution planning on an institution-by-institution basis.

During the consultation period of the proposed changes, concerns were raised about whether there would be sufficient capacity in debt markets to absorb the anticipated additional Tier 2 capital issuance. As a result, APRA announced on 9 July 2019 that it will require the major banks to lift Total Capital by a revised threshold of 3% of risk weighted assets by 1 January 2024 (instead of 4% to 5%). APRA’s overall long-term target is an additional 4% to 5% of LAC.

APRA has confirmed that Macquarie Bank will be subject to additional LAC requirements, consistent with the approach for the major banks, with the final quantum of LAC to be determined by APRA as part of the resolution planning process.

United States Dodd-Frank Wall Street Reform

The enactment of the Dodd-Frank Act has resulted in, and will continue to result in, significant changes in the regulation of the U.S. financial services industry, including reforming the financial supervisory and regulatory framework in the United States. In particular, the Dodd-Frank Act amended the commodities and securities laws to create a regulatory regime for swaps and other derivatives, subject to the jurisdiction and regulations of the applicable U.S. regulatory agency, such as the Board of Governors of the Federal Reserve System (“**FRB**”), the CFTC and the SEC.

The markets for exchange-traded and over-the-counter (“**OTC**”) derivatives are subject to complex and evolving regulatory requirements that often differ across jurisdictions. Some of the key areas covered by these regulations include, but are not limited to, business conduct standards, prohibitions on market manipulation and disruptive trading, treatment of separate accounts by futures commission merchants, mandatory clearing and trade execution, transaction reporting, recordkeeping, margin requirements for uncleared derivatives, and position limits. Several jurisdictions relevant to Macquarie Bank, including the United States, have proposed significant new or revised regulatory requirements which, if adopted, may have effects across the transaction lifecycle and apply to Macquarie Bank and its subsidiaries.

Macquarie Bank is provisionally registered as a swap dealer with the CFTC. Macquarie Futures USA LLC (“**MFUSA**”) is registered as a futures commission merchant with the CFTC. As CFTC registrants, MBL and MFUSA are subject to comprehensive regulatory oversight by the CFTC. In addition, Macquarie Bank is expected to register as a security-based swap dealer with the SEC once registration becomes required on 1 November 2021.

Pursuant to the CFTC’s Comparability Determinations for Australia, Macquarie Bank’s compliance with provisions and requirements under the applicable Australian regulatory regimes is sufficient to meet some CFTC swap dealer requirements to which Macquarie Bank would otherwise be subject. As part of its swap dealer obligations, Macquarie Bank is subject to the FRB’s capital and margin regulations. Macquarie Bank became subject to the FRB’s variation margin requirements for uncleared swaps and security-based swaps in 2017. Macquarie Bank will further be subject to the FRB’s initial margin requirements. Macquarie Bank is subject to additional margin requirements in other jurisdictions.

Macquarie Bank's business has been or will be affected by a variety of regulations under the U.S. Commodity Exchange Act, as amended, and CFTC regulations, including, but not limited to, stricter capital and margin requirements, mandatory trade execution and clearing requirements for certain classes of derivatives, reporting obligations (including amended swap reporting requirements that take effect in May 2022), business conduct requirements, registration and heightened supervision of Macquarie Bank as swap dealer, and more stringent and extensive position limits and aggregation requirements on derivatives on certain physical commodities.

The SEC has jurisdiction over transactions in security-based swaps, which generally include swaps on a single security or a narrow-based index of securities or on a single loan and credit default swaps on a single issuer or issuers of securities in a narrow-based security index. The SEC has proposed or adopted regulations requiring, among other things, registration of security-based swap dealers and compliance with regulations on business conduct, recordkeeping and reporting and other matters. Compliance with regulations governing security-based swaps will begin to be required in the fourth quarter of 2021, and registration as a security-based swap dealer will be required for certain market participants starting on 1 November 2021. Macquarie Bank is expected to register as a security-based swap dealer with the SEC by such date. Therefore, the registration and compliance obligations will likely result in increased costs with respect to Macquarie Bank's security-based swaps business.

"Brexit"

On 29 March 2017, the United Kingdom invoked Article 50 of the Treaty on the European Union and officially notified the European Union of its decision to withdraw from the European Union (known as "**Brexit**"). This commenced the formal process of negotiations regarding the terms of the withdrawal and the framework of the future relationship between the UK and the EU. On 17 October 2019, following negotiations between the UK and the EU, a revised withdrawal agreement was agreed, which was subsequently ratified by the UK Government and the EU Commission. Under the terms of the ratified European Union-United Kingdom Article 50 withdrawal agreement (the "**Article 50 Withdrawal Agreement**"), a transition period has commenced on 31 January 2020 which lasted until 31 December 2020. During this period, most EU rules and regulations continued to apply to and in the UK and negotiations in relation to a free trade agreement will be ongoing. On 24 December 2020, an agreement in principle was reached in relation to the EU-UK Trade and Cooperation Agreement (the "**Trade and Cooperation Agreement**") to govern future relations between the EU and the UK following the end of the transition period on 31 December 2020. The Trade and Cooperation Agreement was signed on 30 December 2020. The Trade and Cooperation Agreement has provisional application until the EU and UK complete their ratification procedures. The consent of the EU Parliament is required before the Council of the EU can ratify the Trade and Cooperation Agreement. At the request of the EU, the provisional application has been extended from 28 February 2021 to 30 April 2021 to allow time for legal-linguistic revision. The Trade and Cooperation Agreement does not, however, create a detailed framework to govern the cross border provision of regulated financial services from the UK into the EU and from the EU into the UK.

The Trade and Cooperation Agreement covers trade in goods and services, establishes a framework for cooperation as to a citizen's security and a governance mechanism. Within the Trade and Cooperation Agreement, the UK and the EU have made a Joint Declaration on financial services regulatory cooperation ("**Joint Declaration**"). In March 2021, the parties agreed a Memorandum of Understanding establishing the framework for this cooperation ("**Memorandum of Understanding**"). Despite the Memorandum of Understanding, there is a significant risk that the UK and the EU will not reach agreement on the future relationship between them in financial services, or may reach a significantly narrower agreement than that envisaged by market participants. There are a number of other areas of uncertainty in connection with the future of the UK and its relationship with the EU and it is not currently possible to determine the impact that the UK's departure from the EU and/or any related matters may have on general economic conditions in the UK, or the impact of these matters on the

business of or on the regulatory position of Macquarie Group companies or its counterparties relating to EU regulation or more generally.

To minimise the risks for firms and businesses the UK Government implemented secondary legislation under powers provided in the EUWA to ensure that the UK has a functioning statute book from 31 December 2020. The UK's financial services regulators have also been granted temporary transitional powers to delay or modify certain regulatory obligations firms face as a result of a statutory instrument made under Section 8 of the EUWA. These modifications are temporary and there can be no assurance that such arrangements will continue to be available in the future.

The pan-EU authorities, such as the EU Commission, have not put in place temporary legislative regimes similar to those in place in the UK to enable continued passporting access, for a time-limited period, for UK firms after their loss of passporting rights since the end of the transition period on 31 December 2020. Some (but not all) national legislators and regulators have passed or proposed legislation when preparing for the prospect of a "hard" Brexit, which has enabled a degree of continuity of access to clients in their jurisdiction. There is, however, little long-term clarity on what the final position will be in many jurisdictions. Many UK firms and businesses have prepared on the basis that access rights into the EU will be and have been curtailed as of the application of the Trade and Cooperation Agreement described above.

The Macquarie Group does not believe that the United Kingdom's withdrawal from the European Union is a material event for the Macquarie Group. However, the precise impact on Macquarie Group's business is difficult to determine, due to the ongoing political uncertainty with regard to the structure of the future financial services relationship structure between the UK and the EU.

The Macquarie Group has planned for Brexit by establishing a credit institution in Ireland, Macquarie Bank Europe Designated Activity Company ("**MBE DAC**"), which has commenced operations and is authorised by the E Central Bank and regulated by the Central Bank of Ireland. MBE DAC has branches in Germany and France and passporting rights throughout the EEA. Additionally the Macquarie Group has been granted a Luxembourg alternative investment fund manager license for Macquarie Asset Management Europe S.à r.l. ("**MAMES**") and a Luxembourg insurance intermediary broker license for Macquarie Insurance Facility Luxembourg S.à r.l. ("**MIF Lux**"). These businesses are now operating in the EEA. As of 1 January 2021, Macquarie Capital is also operating in France via Macquarie Capital France Société Anonyme ("**MCF**"), which was licensed by the national competent authority (Autorité de Contrôle Prudentiel et de Résolution) in November 2020 as a MiFID investment firm. MCF has branches in Germany, Spain and the Netherlands and passporting rights throughout the EEA. Macquarie Group and Macquarie Bank will continue to monitor developments in relation to Brexit and assess the impact it will continue to have on the Macquarie Group and Macquarie Bank.

Other developments

In addition, there have also been a series of industry-led developments, legislative changes and other regulatory releases from regulators in the various jurisdictions in which the Macquarie Group operates resulting in significant regulatory change for financial institutions, the legal and practical implications of which may not yet be fully understood.

These include:

- greater regulation of derivatives, particularly over the counter (OTC) derivatives, including the European Market Infrastructure Regulation and the Dodd-Frank reforms, which have resulted in increased reporting and stricter capital and margin requirements, the centralised execution and clearing of standardised OTC derivatives and heightened supervision and required registration of swap dealers and major swap participants;

- the Senior Managers Regime, introduced in response to perceived shortcomings in the behaviour and culture of Prudential Regulation Authority supervised firms in the UK, has been applicable to Macquarie Bank International Limited and the London branch of MBL since March 2016. It clarifies the lines of responsibility at the top of firms, enhances the regulator's ability to hold senior individuals ("**Senior Managers**") accountable and requires regular evaluation of their fitness and propriety. The separate Certification Regime (together with the Senior Managers Regime, the "**Existing SMCR**") requires firms to assess the fitness and propriety of certain employees who could pose a risk of significant harm to the firm or any of its customers. Conduct rules apply to employees of all Existing SMCR firms except those in ancillary service functions such as information technology and catering. The Financial Conduct Authority ("**FCA**") published a consultation in July 2017 on extending the Existing SMCR to all FCA regulated firms ("**Extended SMCR**") followed by a related consultation on individual accountability in December 2017. Near final rules were published in July 2018 and the Extended SMCR came into effect on 9 December 2019. The Extended SMCR now applies to all Macquarie Group entities that are regulated solely by the FCA;
- various ASIC developments including (i) new powers given to ASIC to intervene in the design and distribution of financial products and to ban senior officials in the financial sector from managing a financial services business; (ii) updates to its *Regulatory Guide 209 Credit licensing: Responsible lending conduct*; (iii) additional funding to enable ASIC to support its enforcement capabilities and enable it to undertake new regulatory activities and investigation. In particular, the funding is intended to be used to implement a new supervisory approach in respect of Australia's five largest financial institutions; (iv) updated dispute resolution requirements to reduce the timeframes for responding to retail and small business complaints, improve the way complaints are dealt with across the financial system and bring about greater transparency in financial firms' complaint handling procedures; and (v) approval of the revised Australian Bankers' Association Banking Code of Practice (the "**Code**"), which sets out the banking industry's key commitments and obligations to customers on standards of practice, disclosure and principles of conduct for their banking services. On 9 January 2021, ASIC approved further variations to the Code. The further variations amended the Code's definition of 'banking services', made some minor amendments to the Code's definition of 'small business', extended the application of the Code's COVID-19 Special Note for a further six months to 1 September 2021, specified situations in which banks may decline to continue dealing with a representative that a customer in financial difficulty has appointed, and aligned the Code's timeframes for responding to complaints with the updated timeframes in ASIC's Regulatory Guide 271 Internal dispute resolution, which is due to commence on 5 October 2021;
- in February 2018 the Treasury Laws Amendment (Banking Executive Accountability and Related Measures) Act 2018 was passed by the Australian Parliament introducing a new banking executive accountability regime known as "**BEAR**". On 22 January 2020, the Australian Treasury released a consultation paper outlining its proposal on the Financial Accountability Regime ("**FAR**") to replace BEAR, and to extend the responsibility and accountability framework established under BEAR to all APRA-regulated entities (relevantly, for the Macquarie Group this will potentially extend to MGL, Macquarie Investment Management Limited and Macquarie Life Limited);
- enhanced criminal and civil penalties for corporate misconduct under the Corporations Act of Australia;
- new laws and regulation relating to breach reporting are due to commence in Australia on 1 October 2021. These changes will increase the number of breaches reportable to ASIC by Australian Financial Services Licence and Australian Credit Licence holders;

- new laws and regulation relating to data protection and privacy, consumer credit and consumer protection;
- various APRA developments including (i) on 25 March 2019, APRA released a discussion paper proposing changes to Prudential Standard APS 220: Credit Quality, which relates to credit risk management processes and procedures. The paper outlines APRA's proposals relating to credit risk management, credit standards and asset classification and provisioning. On 9 December 2020, APRA announced the commencement of a further consultation for revisions to APS 220. These revisions are contingent on the Australian Government's proposed consumer credit reforms passing legislation, where ADIs would no longer be subject to responsible lending obligations which had been administered by ASIC. APRA proposes to bring forward the implementation date for APS 220 to align to the reforms' commencement date, if earlier than 1 January 2022; (ii) on 28 August 2019, APRA finalised revisions to the Prudential Standard APS 222 – Associations with Related Entities. The revisions are aimed at mitigating contagion risk within banking groups and are intended to strengthen the ability of ADIs to monitor, limit and control risks arising from associations with their related entities. APRA intended the revisions to apply from 1 January 2021. On 16 April 2020, APRA revised the commencement date to 1 January 2022. In November 2020, APRA stated that it intends to grant Macquarie Bank a 12-month transition to 1 January 2023 in respect of a number of new APS 222 requirements. The Macquarie Group will undertake restructuring of certain existing business activities and legal entities as a result of these new requirements and does not anticipate this will have a material impact on results. The Macquarie Bank Group is required to be compliant with all other new APS 222 requirements by 1 January 2022; (iii) a discussion paper in November 2018 announcing proposed changes to the application of the capital adequacy frameworks for ADI's to support orderly resolution in the event of failure. APRA has confirmed that Macquarie Bank will be subject to additional loss absorbing capacity ("LAC") requirements, consistent with the approach for the major banks, with the final quantum of LAC to be determined by APRA as part of the resolution planning process; (iv) the release on 7 November 2018 of the final version of Prudential Standard 234: Information Security, effective from 1 July 2019, which set out minimum standards for all APRA-regulated entities relating to information security; (v) the letter from APRA to ADIs dated 7 April 2020 containing guidance with respect to capital management, executive cash bonuses and dividend payments to shareholders. In December 2020, given the improvements in the economic outlook and strengthening bank capital, APRA updated its guidance to no longer require banks to maintain a minimum level of earning retention; and (vi) On 12 November, 2020, APRA published its revised remuneration standard for consultation. Macquarie Group provided a submission on 12 February 2021. The new standard requires boards to strengthen incentives to manage non-financial risks, regularly assess for risk management failings and have deferral arrangements that allow boards to reduce remuneration for poor risk outcomes. The new CPS 511 is scheduled to be finalised in mid-2021 and to come into effect on 1 January 2023. APRA commenced the consultation on the new Prudential Practice Guide ("CPG 511") on 30 April 2021, with responses due 23 July 2021. Increased disclosure requirements will also be required, defined through a future consultation expected late 2021. APRA will focus on embedding this new remuneration standard as a priority in 2021; and
- changes to accounting and reporting requirements, tax legislation, regulation relating to remuneration and superannuation, competition legislation and bribery and anti-money laundering laws.

Further changes may occur driven by policy, prudential or political factors.

The Macquarie Group reviews these changes and releases, engages with government, regulators and industry bodies and amends its systems, processes and operations to align with changes and new

regulatory requirements as they occur. Further information on the risk management and other policies of the Macquarie Group is contained in the documents incorporated by reference into this Base Prospectus (see “Documents Incorporated by Reference” on pages 36 to 37 of this Base Prospectus).

Directors of MGL

As at the date of this Base Prospectus the persons named below are the current Voting Directors of MGL under MGL’s constitution and exercise the powers of directors for the purposes of the Corporations Act. All members of the Board of Voting Directors of MGL have the business address of Level 6, 50 Martin Place, Sydney, NSW, 2000, Australia. The principal outside activities, where significant, of the Voting Directors of MGL are set out below:

Name of Director	Position	Principal Outside Activities
Peter H Warne	Chairman	Board member, Allens. Member, ASIC Corporate Governance Consultative Panel.
Shemara R Wikramanayake	Managing Director and Chief Executive Officer	Board member, Institute of International Finance. Commissioner, Global Commission on Adaptation. Member, Climate Finance Leadership Initiative. Member, University Research Commercialisation Scheme. Member, Technology Investment Advisory Council.
Jillian R Broadbent AC	Independent Non-Executive Director	Director, National Portrait Gallery of Australia, and Sydney Dance Company.
Philip M Coffey	Independent Non-Executive Director	Director, Lendlease Corporation Limited, and Clean Energy Finance Corporation.
Michael J Coleman	Independent Non-Executive Director	Chairman, Bingo Industries Limited, Planet Ark Environmental Foundation, and Reporting Committee of the Australian Institute of Company Directors (“AICD”). Member, National Board and NSW Council of the AICD.

Name of Director	Position	Principal Outside Activities
		<p>Board Member, Legal Aid NSW.</p> <p>Adjunct Professor, Australian School of Business, The University of New South Wales.</p> <p>Governor, Centenary Institute of Cancer Medicine and Cell Biology.</p>
Diane J Grady AO	Independent Non-Executive Director	<p>Chair, The Hunger Project Australia.</p> <p>Director, Grant Thornton Australia Board and Tennis Australia.</p> <p>Member, Heads Over Heels Advisory Board, and NFP Chairs Forum.</p>
Rebecca J McGrath	Independent Non-Executive Director	<p>Chairman, OZ Minerals Limited, and Scania Australia Pty Limited.</p> <p>Director, Goodman Group, Investa Wholesale Funds Management Limited, and Kilfinan Australia.</p> <p>President, Victoria Council of the AICD.</p> <p>Member, National Board of the AICD, and ASIC Corporate Governance Consultative Panel.</p>
Mike Roche	Independent Non-Executive Director	<p>Director, Wesfarmers Limited, MaxCap Group Pty Ltd, Six Park Asset Management Pty Ltd, and Te Pahau Management Ltd.</p> <p>Trustee Director, Energy Industries Superannuation Scheme Pty Ltd.</p> <p>Managing Director, M R Advisory Pty Ltd.</p>

Name of Director	Position	Principal Outside Activities
		Member, ADARA Partners Corporate Advisory Wise Counsel Panel.
		Co-founder and Director, Sally Foundation.
Glenn R Stevens AC	Independent Non-Executive Director	Board member, NSW Treasury Corporation. Director, the Anika Foundation and the Lowy Institute. Member, Investment Committee, NWQ Capital Management. Deputy Chair, Temora Aviation Museum.
Nicola M Wakefield Evans	Independent Non-Executive Director	Director, Lendlease Corporation Limited, MetLife Insurance Limited, MetLife General Insurance Limited, Clean Energy Finance Corporation, The University of New South Wales Foundation Limited, and GO Foundation. Chair, 30% Club Australia. Member, Takeovers Panel and National Board of the AICD.

Board Committees

The Board Audit Committee (“**BAC**”) and the Board Risk Committee are joint Committees of MGL and Macquarie Bank.

The members of the BAC are Michael Coleman (Chairman), Philip Coffey, Glenn Stevens and Nicola Wakefield Evans. The main objective of the BAC is to assist the Board of Voting Directors of MGL and Macquarie Bank in fulfilling the Boards’ responsibility for oversight of the quality and integrity of the accounting, auditing and financial reporting of the Macquarie Group.

All Non-Executive Directors of MGL and Macquarie Bank are members of the Board Risk Committee. The Chair of the Board Risk Committee is Glenn Stevens. The main objective of the Board Risk Committee is to assist the Boards of Voting Directors of MGL and Macquarie Bank providing oversight of the Macquarie Group’s risk management framework and advising the Boards on the Group’s risk appetite, risk culture and risk management strategy.

Director Independence

A Voting Director (Director) will be considered independent if they are free of any interests, positions or relationships that could materially interfere with the Director's capacity to bring independent judgement on matters before the Board and act in the best interests of MGL. The Board of MGL comprises a majority of Independent Directors, and one of the Independent Directors is appointed Chairman.

The independence of each Non-Executive Director ("**NED**") is considered prior to appointment and then confirmed annually by the MGL Board Governance and Compliance Committee ("**BGCC**"). Prior to the BGCC's consideration of director independence, each NED is asked to declare whether they have any interests, positions or relationships that could materially interfere with the Director's capacity to act in the best interests of MGL ("**Declaration**"). Each NED is also asked to provide information regarding relationships with MGL, including relationships of close personal ties with MGL, for review by the BGCC.

Examples of interests, positions and relationships that might raise issues about the independence of a Director of MGL include if the Director:

1. is, or has been employed in an executive capacity by MGL or any of its child entities and there has not been a period of at least three years between ceasing such employment and serving on the Board;
2. receives performance-based remuneration (including options or performance rights) from, or participates in an employee incentive scheme of, MGL;
3. is, or has been within the last three years, in a material business or contractual relationship (e.g. as a supplier, professional adviser, consultant or customer) with MGL or any of its child entities, or is an officer of, or otherwise associated, with someone with such a relationship;
4. is, represents, or is or has been within the last three years an officer or employee of, or professional adviser to, a substantial holder;
5. has close personal ties with any person who falls within any of the categories described above; or
6. has been a Director of MGL for such a period that their independence from management and substantial holders may have been compromised.

In each case, the materiality of the interest, position or relationship needs to be assessed by the Board to determine whether it might interfere, or might reasonably be seen to interfere, with the Director's capacity to bring an independent judgement to bear on issues before the Board and to act in the best interests of MGL as a whole rather than in the interests of an individual security holder or other party.

The Board believes that independence is evidenced by an ability to constructively challenge and independently contribute to the work of the Board. It is the policy of the Board that a majority of the members of each Board Committee should be independent Directors, that the Board Audit Committee will comprise only of independent Directors and that each Board Committee be chaired by an independent Director.

MGL's nine non-executive Directors, being Jillian R Broadbent, Philip M Coffey, Michael J Coleman, Diane J Grady, Mike Roche, Rebecca J McGrath, Glenn R Stevens, Nicola M Wakefield Evans and Peter H Warne, are each considered to be independent.

Dealing with potential conflicts of interest

MGL recognises that conflicts of interest or potential conflicts of interest may arise from time to time for its Directors. MGL has in place procedures to identify and monitor for such conflicts and to adopt appropriate measures where these arise.

The Board has protocols for its members for declaring and dealing with potential conflicts of interest that include:

- Board members declaring their interests required under the Corporations Act 2001 (Cth), the ASX Listing Rules and general law requirements; and
- Board members with a material personal interest in a matter before the Board not receiving the relevant Board paper and not being present at the Board meeting during the consideration of the matter and subsequent vote, unless the Board (excluding the relevant Board member) resolves otherwise.

As a general rule, Board members with other conflicts not involving a material personal interest in a matter before the Board should not receive the relevant Board paper and not be present at the Board meeting during discussion of the matter.

As at the date of this Base Prospectus, and having regard to the above criteria, requirements and procedures utilised by MGL to detect and manage conflicts of interest and to restrict participation where a conflict arises, there are:

- no actual conflicts of interest; and
- no potential conflicts of interest, other than in respect of any dealings between MGL and any of the companies listed above under “Principal Outside Activities” which may arise in the future and will be managed in accordance with the above requirements and procedures,

between duties owed to MGL and dischargeable by members of its Board of Voting Directors listed above and their private interests and/or other duties.

As noted above, all Directors are required to disclose any conflict or potential conflict of interest on an on-going basis. In respect of conflicts or potential conflicts of interest that may arise in the future, MGL will manage those conflicts in accordance with the Corporations Act, any other applicable law and the other requirements and procedures referred to above.

7. Selected Financial Information

The additional financial information on pages 129 to 130 of this Base Prospectus has been extracted from the audited financial statements contained in the 2021 annual report of MGL and MGL consolidated with its controlled entities for the financial year ended 31 March 2021.

The Macquarie Group is required to prepare annual financial statements for itself and itself consolidated with its controlled entities in accordance with Australian Accounting Standards. Compliance with Australian Accounting Standards ensures compliance with International Financial Reporting Standards.

The independent auditor of the Macquarie Group is PricewaterhouseCoopers, an Australian partnership, (“**PwC Australia**”).

PwC Australia has audited the financial statements included in Macquarie Group’s annual report for the financial years ended 31 March 2020 and 31 March 2021 in accordance with Australian Auditing Standards. The Independent Auditor’s Report dated 7 May 2021 was unqualified.

Limitation on Auditor’s Liability

PwC Australia may be able to assert a limitation of liability with respect to claims arising out of its audit report or included in the documents identified under “Documents Incorporated by Reference” on pages 36 to 37 of this Base Prospectus, and elsewhere in this Base Prospectus, to the extent it is subject to the limitations under the Chartered Accountants Australia and New Zealand Scheme (NSW) (the “**Accountants Scheme**”) approved by the New South Wales Professional Standards Council or such other applicable scheme approved pursuant to the Professional Standards Act of 1994 of New South Wales, Australia (the “**Professional Standards Act**”). The Professional Standards Act and the Accountants Scheme may limit the liability of PwC Australia for damages with respect to certain civil claims arising in, or governed by the laws of, New South Wales directly or vicariously from anything done or omitted in the performance of their professional services to the Macquarie Group, including, without limitation, their audits of the Macquarie Group’s financial statements. PwC Australia’s maximum liability under the Accountants Scheme is capped at an amount that depends upon the type of service and the applicable engagement fee for that service, with the lowest such liability cap set at A\$2 million (where the claim arises from a service in respect of which the fee is less than A\$100,000) and may be up to A\$75 million for audit work (where the claim arises from an audit service in respect of which the fee is greater than A\$2.5 million or more). The limit does not apply to claims for breach of trust, fraud or dishonesty.

The Professional Standards Act and the Accountants Scheme have not been subject to judicial consideration and, therefore, how the limitations will be applied by courts and the effect of the limitations on the enforcement of foreign judgments is untested.

Macquarie Group Limited and its controlled entities

Income Statements for the financial years ended 31 March 2021 and 31 March 2020

	Consolidated 2021 A\$m	Consolidated 2020 A\$m	MGL 2021 A\$m	MGL 2020 A\$m
Interest and similar income				
Effective interest rate method	3,632	4,411	554	828
Other	333	745	-	-
Interest and similar expense	(1,770)	(3,297)	(602)	(893)
Net interest income/(expense)	2,195	1,859	(48)	(65)
Fee and commission income	5,176	5,837	14	14
Net trading income/(loss)	3,482	2,861	(3)	296
Net operating lease income	466	745	-	-
Share of net losses/(profits) from associates and joint ventures	(3)	95	-	-
Net credit impairment (charges)/reversal	(434)	(805)	18	(2)
Other impairment charges	(90)	(235)	-	-
Other operating income and charges	1,982	1,968	761	859
Net operating income	12,774	12,325	742	1,102
Employment expenses	(5,517)	(5,323)	(4)	(5)
Brokerage, commission and trading-related expenses	(879)	(964)	-	-
Occupancy expenses	(382)	(400)	-	-
Non-salary technology expenses	(781)	(749)	-	-
Other operating expenses	(1,308)	(1,435)	(4)	(5)
Total operating expenses	(8,867)	(8,871)	(8)	(10)
Operating profit before income tax	3,907	3,454	734	1,092
Income tax expense	(899)	(728)	21	(104)
Profit after income tax	3,008	2,726	755	988
Loss/(profit) attributable to non-controlling interests:				
Macquarie Income Securities	-	(12)	-	-
Other non-controlling interests	7	17	-	-
Total loss attributable to non-controlling interests	7	5	-	-
Profit attributable to ordinary equity holders of Macquarie Group Limited	3,015	2,731	755	988
	Cents per share	Cents per share		
Basic earnings per share	842.9	791.0		
Diluted earnings per share	824.6	764.5		

Macquarie Group Limited and its controlled entities
Statements of Financial Position as at 31 March 2021 and 31 March 2020

	Consolidated 2021 A\$m	Consolidated 2020 A\$m	MGL 2021 A\$m	MGL 2020 A\$m
Assets				
Cash and bank balances	18,425	9,717	–	–
Cash collateral on securities borrowed and reverse repurchase agreements	36,681	37,710	–	–
Trading assets	21,746	16,855	–	–
Margin money and settlement assets	14,397	16,393	–	–
Derivative assets	20,642	45,607	2	–
Financial investments	9,566	8,930	–	–
Held for sale assets	279	1,634	–	–
Other assets	6,006	6,868	54	18
Loan assets	105,026	94,117	–	–
Due from subsidiaries	-	–	22,227	32,334
Interests in associates and joint ventures	4,194	8,319	–	–
Property, plant and equipment and right-of-use assets	4,676	5,044	–	–
Intangible assets	2,543	3,268	–	–
Investments in subsidiaries	-	-	31,429	31,816
Deferred tax assets	1,472	1,340	-	-
Total assets	245,653	255,802	53,712	64,168
Liabilities				
Cash collateral on securities lent and repurchase agreements	4,542	2,334	-	–
Trading liabilities	6,205	5,544	-	–
Margin money and settlement liabilities	22,124	22,815	-	–
Derivative liabilities	17,579	38,399	1	2
Deposits	84,199	67,342	46	51
Held for sale liabilities	18	260	-	–
Other liabilities	8,211	8,027	423	460
Borrowings	9,817	17,093	5,821	10,114
Due to subsidiaries	-	–	2,204	8,901
Debt issued	60,980	64,556	13,232	13,253
Deferred tax liabilities	204	234	4	–
Total liabilities excluding loan capital	213,879	226,604	21,731	32,781
Loan capital	9,423	7,414	2,606	2,416
Total liabilities	223,302	234,018	24,337	35,197
Net assets	22,351	21,784	29,375	28,971
Equity				
Contributed equity	8,531	7,851	11,063	10,380
Reserves	1,286	2,773	1,158	1,056
Retained earnings	12,231	10,439	17,154	17,535
Total capital and reserves attributable to ordinary equity holders of Macquarie Group Limited	22,048	21,063	29,375	28,971
Non-controlling interests	303	721	-	–
Total equity	22,351	21,784	29,375	28,971

8. Subscription and Sale

This section contains a description of certain selling restrictions applicable to making offers of the PR Debt Instruments under the Programme.

Pursuant to the Sixth amended and restated Debt Instrument Programme Dealer Agreement dated 11 June 2021 (“**Dealer Agreement**”), as amended from time to time, the PR Debt Instruments may be offered on a continuing basis through the persons that are appointed as dealers in respect of the whole Programme and whose appointment has not been terminated (“**Permanent Dealers**”). However, MGL has reserved the right to sell PR Debt Instruments directly on its own behalf to Dealers that are not Permanent Dealers. MGL will have the sole right to accept any such offers to purchase PR Debt Instruments and may reject any such offer in whole or (subject to the terms of such offer) in part. Each Dealer shall have the right, in its discretion reasonably exercised, to reject any offer to purchase PR Debt Instruments made to it in whole or (subject to the terms of such offer) in part.

In the Dealer Agreement, MGL has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of PR Debt Instruments under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

By its purchase and acceptance of PR Debt Instruments issued under the Dealer Agreement, each Dealer agrees that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver PR Debt Instruments, and it will not directly or indirectly offer, sell, resell, re-offer or deliver PR Debt Instruments or distribute the Base Prospectus, any Final Terms, circular, advertisement or other offering material relating to the PR Debt Instruments in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

Neither MGL nor any Dealer represents that any PR Debt Instruments may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

In addition and unless the Final Terms otherwise provides, each Dealer has agreed that, in connection with the primary distribution of the PR Debt Instruments, it will not sell PR Debt Instruments to any person if, at the time of such sale, the employees of the Dealer aware of, or involved in, the sale knew or had reasonable grounds to suspect that, as a result of such sale, any PR Debt Instruments or an interest in any PR Debt Instruments were being, or would later be, acquired (directly or indirectly) by an associate of MGL for the purposes of section 128F of the Income Tax Assessment Act 1936 (as amended) of Australia (“**Australian Tax Act**”) and associated regulations and, where applicable, any replacement legislation including, but not limited to, the Income Tax Assessment Act 1997 of Australia, except as permitted by section 128F(5) of the Australian Tax Act.

The Dealers may be paid fees in relation to any issue of PR Debt Instruments under the Programme. Certain of the Dealers and their affiliates may have positions, deal or make markets in the PR Debt Instruments issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the MGL and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments

of the MGL or the MGL's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the MGL routinely hedge their credit exposure to the MGL consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the PR Debt Instruments issued under the Programme. Any such positions could adversely affect future trading prices of PR Debt Instruments issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

1 General

This Base Prospectus has not been, nor will be, lodged with the Australian Securities and Investments Commission ("ASIC") and is not a 'prospectus', 'product disclosure statement', or other 'disclosure document' for the purposes of the Corporations Act 2001 of Australia ("Corporations Act").

Except for registration of this Base Prospectus by the FCA and the London Stock Exchange, no action has been taken in any jurisdiction that would permit a public offering of any of the PR Debt Instruments, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Persons into whose hands this Base Prospectus comes are required by MGL and the Dealers to comply with all applicable laws, regulations and directives in each country or jurisdiction in which they purchase, offer, sell, resell, reoffer or deliver PR Debt Instruments or have in their possession or distribute or publish the Base Prospectus or such other offering material and to obtain any authorisation, consent, approval or permission required by them for the purchase, offer, sale, reoffer, resale or delivery by them of any PR Debt Instruments under any applicable law, regulation or directive in force in any jurisdiction to which they are subject or in which they make such purchases, offers, sales, reoffers, resales or deliveries, in all cases at their own expense, and neither MGL nor any Dealer has responsibility for such matters. In accordance with the above, any PR Debt Instruments purchased by any person which it wishes to offer for sale or resale may not be offered in any jurisdiction in circumstances which would result in MGL being obliged to register any further prospectus or corresponding document relating to the PR Debt Instruments in such jurisdiction.

In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of PR Debt Instruments in Australia, the United States, the European Economic Area, the United Kingdom, the Republic of Italy, Hong Kong, Singapore, Japan, Canada, Korea, Taiwan and the PRC as set out below.

2 Australia

No prospectus or other disclosure document, nor any product disclosure statement, (each as defined in the Corporations Act) in relation to the Programme or any PR Debt Instruments has been, or will be, lodged with ASIC. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, unless the relevant Final Terms (or relevant supplement to this Base Prospectus) otherwise provides, it:

- (a) has not offered or invited applications, and will not offer or invite applications, for the issue, sale or purchase of any PR Debt Instruments in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Base Prospectus or any draft, preliminary or definitive prospectus, offering memorandum, disclosure document, advertisement or other offering material relating to any PR Debt Instruments in Australia,

unless:

- (i) the aggregate consideration payable by each offeree or invitee is at least A\$500,000 (or its equivalent in other currencies but disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or 7.9 of the Corporations Act;
- (ii) such action complies with all applicable laws, regulations and directives in Australia (including, without limitation, the licensing requirements set out in Chapter 7 of the Corporations Act);
- (iii) the offer or invitation is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act; and
- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

3 United States

Regulation S Category 2; TEFRA D

The PR Debt Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended (“**Securities Act**”) or the securities laws of any State of the United States. The PR Debt Instruments may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them under Regulation S under the Securities Act (“**Regulation S**”).

Bearer PR Debt Instruments with a maturity of more than one year are subject to United States tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, or for the account or benefit of, a United States person, except in certain transactions permitted by the U.S. Internal Revenue Code and U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and Treasury regulations promulgated thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme and each other Purchaser will be required to represent and agree, except as permitted by the Dealer Agreement, that it has not offered, sold, resold or delivered, and will not offer, sell, resell or deliver, the PR Debt Instruments of any Tranche:

- (a) as part of their distribution at any time; and
- (b) otherwise until 40 days after the later of (i) the closing date of such Tranche of PR Debt Instruments and (ii) the completion of the distribution of all PR Debt Instruments of

such Tranche, as determined and certified by the relevant Dealer or, in the case of an issue of PR Debt Instruments on a syndicated basis, the Lead Manager,

within the United States or to, or for the account or benefit of, U.S. persons only in accordance with Regulation S and that during the distribution compliance period, it will have sent to each distributor to which it sells the PR Debt Instruments, a confirmation or other notice setting forth the restrictions on offers and sales of the PR Debt Instruments within the United States or to, or for the account or benefit of, U.S. persons.

The PR Debt Instruments are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

Until 40 days after the commencement of the offering of any PR Debt Instruments, an offer or sale of PR Debt Instruments within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Each Dealer who has purchased PR Debt Instruments of a Tranche hereunder (and in the case of an issue of a Tranche of PR Debt Instruments on a syndicated basis, the Lead Manager) shall determine and certify to the I&P Agent (being Citibank, N.A., London Branch or any of its successors in such capacity) or, in the case of PR Debt Instruments cleared through the Central Moneymarkets Unit Service (“**CMU Service**”), the CMU Lodging Agent (being Citicorp International Limited or any of its successors in such capacity) when it has completed the distribution of the PR Debt Instruments of such Tranche.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the PR Debt Instruments outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the PR Debt Instruments, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States is prohibited.

4 European Economic Area

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any PR Debt Instruments specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any PR Debt Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of Directive EU 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

- (iii) not a qualified investor as defined in, the Prospectus Regulation; and
- (b) the expression an “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the PR Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the PR Debt Instruments.

If the Final Terms in respect of any PR Debt Instruments specified “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the EEA (each, a “**Relevant State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of PR Debt Instruments, which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms thereto, to the public in that Relevant State, except that it may make an offer of PR Debt Instruments to the public in that Relevant State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of PR Debt Instruments referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of PR Debt Instruments to the public**” in relation to any PR Debt Instruments in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the PR Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the PR Debt Instruments and the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129.

5 The United Kingdom

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any PR Debt Instruments specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any PR Debt Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (b) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client, as defined in point (8) of the EUWA; or

- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
- (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and
- (c) the expression an “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the PR Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the PR Debt Instruments.

If the Final Terms in respect of any PR Debt Instruments specifies “Prohibition of Sales to UK Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of PR Debt Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in the UK, except that it may make an offer of such PR Debt Instruments to the public in the UK:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of PR Debt Instruments referred to above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression an “**offer of PR Debt Instruments to the public**” in relation to any PR Debt Instruments means the communication in any form and by any means of sufficient information on the terms of the offer and the PR Debt Instruments to be offered so as to enable an investor to decide to purchase or subscribe for the PR Debt Instruments and the expression “**UK Prospectus Regulation**” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any PR Debt Instruments in circumstances in which section 21(1) of the FSMA would not, if MGL was not an authorised person, apply to MGL; and

- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any PR Debt Instruments in, from or otherwise involving the United Kingdom.

6 Republic of Italy

The offering of the PR Debt Instruments has not been registered pursuant to Italian securities and banking legislation and, accordingly, no PR Debt Instruments may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other document relating to the PR Debt Instruments be distributed, in the primary or secondary market in the Republic of Italy.

7 Hong Kong

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any PR Debt Instruments (except for PR Debt Instruments which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) (as amended) of Hong Kong (the “**Securities and Futures Ordinance**”)) other than:
 - (i) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent);
 - (ii) to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under the Securities and Futures Ordinance; or
 - (iii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) (as amended) of Hong Kong (the “**Companies Ordinance**”) or which do not constitute an offer to the public within the meaning of the Companies Ordinance; and
- (b) it has not issued, or had in its possession for the purpose of issue, and will not issue, or have in its possession for the purpose of issue (in each case whether in Hong Kong or elsewhere) any advertisement, invitation or other offering material or other document relating to the PR Debt Instruments, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the applicable securities laws of Hong Kong) other than with respect to PR Debt Instruments which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance and any rules made under the Securities and Futures Ordinance.

8 Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore.

Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any PR Debt Instruments or caused any PR Debt Instruments to be made the subject of an invitation for subscription or purchase and will not offer or sell any PR Debt Instruments or cause the PR Debt Instruments to be made the subject of an invitation for

subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute the Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of any PR Debt Instruments, whether directly or indirectly, to any person in Singapore other than:

- (a) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time) (the “**Securities and Futures Act**”) pursuant to Section 274 of the Securities and Futures Act;
- (b) to a relevant person (as defined in Section 275(2) of the Securities and Futures Act) pursuant to Section 275(1) of the Securities and Futures Act, or to any person pursuant to Section 275(1A) of the Securities and Futures Act, and in accordance with the conditions specified in Section 275 of the Securities and Futures Act; or
- (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the Securities and Futures Act.

Where the PR Debt Instruments are subscribed or purchased under Section 275 of the Securities and Futures Act by a relevant person which is:

- (1) a corporation (which is not an accredited investor (as defined in Section 4A of the Securities and Futures Act)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (2) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined under Section 2(1) of the Securities and Futures Act) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired any PR Debt Instruments pursuant to an offer made under Section 275 of the Securities and Futures Act except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the Securities and Futures Act;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the Securities and Futures Act; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

9 Japan

The PR Debt Instruments have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer has represented and agreed, and

each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold, and will not, directly or indirectly, offer or sell any PR Debt Instruments in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

10 Canada

The PR Debt Instruments are not and will not be qualified for sale under the securities laws of any province or territory of Canada. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered, sold, delivered or transferred and will not offer, sell, deliver or transfer any PR Debt Instruments, directly or indirectly, in Canada or to or for the benefit of any resident of Canada, other than in compliance with the applicable securities laws of any province or territory of Canada; and
- (b) it has not and will not distribute or deliver the Base Prospectus or any Final Terms, advertisement or other offering material relating to the PR Debt Instruments in Canada, other than in compliance with the applicable securities laws of any province or territory of Canada.

11 Korea

The PR Debt Instruments have not been and will not be registered with the Financial Services Commission of Korea for public offering in the Republic of Korea. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has not offered, sold or delivered and will not offer, sell or deliver, directly or indirectly, any PR Debt Instruments in Korea, or to, or for the account or benefit of, any resident of Korea (as defined in the Foreign Exchange Transaction Law passed by the Korea National Assembly on 18 January 2009 and promulgated on 30 January 2009 as last amended on 17 January 2017 with effect from 18 July 2017, the “**Foreign Exchange Transaction Law**”) or to others for re-offering or resale directly or indirectly in Korea to any resident of Korea, except as otherwise permitted by applicable Korean laws and regulations; and
- (b) any securities dealer to whom each Dealer and each further dealer may sell the PR Debt Instruments will agree that it will not offer, sell or deliver any PR Debt Instruments, directly or indirectly, in Korea, or to any resident of Korea (as defined in the Foreign Exchange Transaction Law), except as otherwise permitted by applicable Korean laws and regulations or to any other dealer who does not so represent or agree.

12 Taiwan

The PR Debt Instruments, if listed on the Taipei Exchange for sale to professional or general investors in Taiwan and to the extent permitted by the relevant Taiwan laws and regulations, may be sold in Taiwan to all professional or general investors, as applicable, or, if not listed in Taiwan, the PR Debt Instruments may be made available (i) to Taiwan resident investors

outside Taiwan for purchase by such investors outside Taiwan; (ii) to the Offshore Banking Units (as defined in the R.O.C. Statute for Offshore Banking Operations) of Taiwan banks purchasing the PR Debt Instruments for their proprietary account, in trust for their non-Taiwan trust clients or for purposes of on-sale to qualified Taiwan investors; (iii) to Offshore Securities Units (as defined in the R.O.C. Statute for Offshore Banking Operations) of Taiwan securities firms purchasing the PR Debt Instruments for their proprietary account, in trust for their trust clients, as agent for their non-Taiwan brokerage clients or for purposes of on-sale to qualified Taiwan investors; (iv) to the Offshore Insurance Units (as defined in the R.O.C. Statute for Offshore Banking Operations) of Taiwan insurance companies purchasing the PR Debt Instruments either for their proprietary account or in connection with the issuance of investment linked insurance policies to non-Taiwan policy holders; and/or (v) to investors in Taiwan through licensed financial institutions to the extent permitted under relevant Taiwan laws and regulations.

13 People's Republic of China

Each Dealer has represented, warranted and agreed that the PR Debt Instruments are not being offered or sold and may not be offered or sold, directly or indirectly, in the PRC (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities law of the PRC.

14 Changes to these selling restrictions

These selling restrictions may be changed by the Issuer and a Dealer including following a change in, or clarification of, a relevant law, regulation, directive, request or guideline having the force of law or compliance with which is in accordance with the practice of responsible financial institutions in the country or jurisdiction concerned or any change in or introduction of any of them or in their interpretation or administration. Any change will be set out in the Final Terms issued in respect of the PR Debt Instruments to which it relates.

Persons into whose hands this Base Prospectus comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell, transfer or deliver PR Debt Instruments or have in their possession or distribute such offering material and to obtain any consent, approval or permission required by them for the purchase, offer, sale, transfer or delivery by them of any PR Debt Instruments under the law and regulations in force in any country or jurisdiction to which they are subject or in which they make such purchases, offers, sales, transfers or deliveries, in all cases at their own expense, and neither Issuer nor any Dealer shall have responsibility therefor. In accordance with the above, any PR Debt Instruments purchased by any person which it wishes to offer for sale or resale may not be offered in any country or jurisdiction in circumstances which would result in the Issuer being obliged to register this Base Prospectus or any further prospectus or corresponding document relating to the PR Debt Instruments in such country or jurisdiction.

9. Taxation

If you are considering applying for PR Debt Instruments, it is important that you understand the taxation consequences of investing in the PR Debt Instruments. It is recommended that you read this section and discuss the taxation consequences with your tax adviser, financial adviser or other professional adviser before deciding whether to invest in the PR Debt Instruments.

This summary only applies in respect of PR Debt Instruments issued by the Issuer in the course of carrying on business in Australia. This is not an exhaustive summary of tax matters that may be relevant to the PR Debt Instruments. Further information on the tax consequences of payments of interest and certain other amounts on those PR Debt Instruments may be specified in the relevant Final Terms (or another relevant supplement to this Base Prospectus).

Australian Taxation

*The following is a general summary of certain Australian withholding tax consequences under the Income Tax Assessment Acts of 1936 and 1997 of Australia (together, “**Australian Tax Act**”), the Taxation Administration Act 1953 of Australia and any relevant regulations, rulings or judicial or administrative pronouncements, at the date of this Base Prospectus, of payments of interest and certain other amounts on the PR Debt Instruments to be issued by the Issuer under the Programme and certain other Australian tax matters. It is a summary of the Australian withholding taxes that could apply in relation to the issue, transfer and settlement of PR Debt Instruments issued under the Programme. This summary is not exhaustive and does not deal with any Australian income tax aspects of acquiring, holding or disposing of the PR Debt Instruments.*

This summary applies to non-residents of Australia (other than non-residents that acquire PR Debt Instruments in carrying on a business at or through a permanent establishment in Australia) and Australian residents acting at or through a permanent establishment outside of Australia. It does not apply to Australian residents or non-residents of Australia that acquire PR Debt Instruments in carrying on a business at or through a permanent establishment in Australia. It is not exhaustive and should be treated with appropriate caution. In particular, the summary does not deal with the position of certain classes of PR Debt Instrument Holders (including, without limitation, dealers in securities, custodians or other third parties who hold PR Debt Instruments on behalf of other persons). In addition, unless otherwise stated, the summary does not consider the Australian tax consequences for persons who hold interests in PR Debt Instruments through Euroclear, Clearstream, Luxembourg or another clearing system.

Prospective PR Debt Instrument Holders should also be aware that particular terms of issue of any Series of PR Debt Instruments may affect the tax treatment of that and other Series of PR Debt Instruments.

This summary is not intended to be, nor should it be, construed as legal or tax advice to any particular investor. Prospective holders of PR Debt Instruments should consult their professional advisers on the tax implications of an investment in the PR Debt Instruments for their particular circumstances.

1 Introduction

The Australian Tax Act characterises securities as either “debt interests” (for all entities) or “equity interests” (for companies) including for the purposes of Australian interest withholding tax imposed under Division 11A of Part III of the Australian Tax Act (“**IWT**”) and dividend withholding tax. IWT is payable at a rate of 10% of the gross amount of interest paid by MGL

to a non-resident of Australia (other than a non-resident acting at or through a permanent establishment in Australia) or an Australian resident acting at or through a permanent establishment outside Australia, unless an exemption is available. For these purposes, “interest” is defined in section 128A(1AB) of the Australian Tax Act to include amounts in the nature of, or in substitution for, interest and certain other amounts.

Furthermore, section 128AA of the Australian Tax Act deems certain amounts to be interest for the purposes of the IWT provisions. Specifically, on a future disposal of a PR Debt Instrument by a non-resident PR Debt Instrument Holder to an Australian resident (who does not acquire them in carrying on business at or through a permanent establishment outside Australia) or a non-resident who acquires them in carrying on business at or through a permanent establishment in Australia, section 128AA of the Australian Tax Act can treat a portion of the transfer price of the PR Debt Instrument as interest for IWT purposes, if the PR Debt Instrument is classified as a “qualifying security”. In broad terms, qualifying securities include certain PR Debt Instruments which are originally issued at a discount, have a maturity premium or under which interest is not payable at least annually. If the PR Debt Instruments are not issued at a discount, do not have a maturity premium and have interest payable at least annually, this interest deeming rule should not apply to the PR Debt Instruments. The section 128F exemption from IWT (summarised below) also applies to deemed interest under section 128AA if the PR Debt Instrument would have been exempt under section 128F if it had been held to maturity by a non-resident.

2 Interest Withholding Tax

An exemption from IWT is available in respect of PR Debt Instruments issued by the Issuer if those PR Debt Instruments are characterised as “debentures” and are not characterised as “equity interests” for the purposes of the Australian Tax Act and the requirements of section 128F of the Australian Tax Act are satisfied. MGL intends to issue PR Debt Instruments which will be characterised as “debentures” and which are not “equity interests” for these purposes and will satisfy the requirements of section 128F of the Australian Tax Act.

If PR Debt Instruments are issued which are not so characterised or which do not satisfy the requirements of section 128F of the Australian Tax Act, further information on the material Australian withholding tax consequences of payments of interest and certain other amounts on those PR Debt Instruments will be specified in the relevant Final Terms (or another relevant supplement to this Base Prospectus).

In broad terms, the requirements that must be satisfied for an exemption from IWT in section 128F to apply in respect of the PR Debt Instruments issued by MGL are as follows:

- (a) MGL is a company as defined in section 128F(9) of the Australian Tax Act and is a resident of Australia when it issues those PR Debt Instruments and when interest is paid;
- (b) those PR Debt Instruments are issued in a manner which satisfies the public offer test in section 128F of the Australian Tax Act. There are five principal methods of satisfying the public offer test, the purpose of which is to ensure that lenders in capital markets are aware that MGL is offering those PR Debt Instruments for issue. In summary, the five methods are:
 - (i) offers to 10 or more unrelated persons carrying on a business of providing finance, or investing or dealing in securities, in the course of operating in financial markets;

- (ii) offers to 100 or more investors of a certain type;
- (iii) offers of listed PR Debt Instruments;
- (iv) offers via publicly available information sources; and
- (v) offers to a dealer, manager or underwriter who offers to sell those PR Debt Instruments within 30 days by one of the preceding methods.

In addition, the issue of any of those PR Debt Instruments (whether in global form or otherwise) and the offering of interests in any of those PR Debt Instruments by one of these methods should satisfy the public offer test;

- (c) MGL does not know, or have reasonable grounds to suspect, at the time of issue, that those PR Debt Instruments or interests in those PR Debt Instruments were being, or would later be, acquired, directly or indirectly, by an “associate” of MGL, except as permitted by section 128F(5) of the Australian Tax Act; and
- (d) at the time of the payment of interest, MGL does not know, or have reasonable grounds to suspect, that the payee is an “associate” of MGL, except as permitted by section 128F(6) of the Australian Tax Act.

Compliance with section 128F of the Australian Tax Act

Unless otherwise specified in any relevant Final Terms (or another supplement to this Base Prospectus), MGL intends to issue the PR Debt Instruments in a manner which will satisfy the requirements of section 128F of the Australian Tax Act.

Interest withholding tax exemptions under certain double tax conventions

The Australian Government has signed double tax conventions (“**Double Tax Treaties**”) with a number of countries (each a “**Specified Country**”), under which an exemption from IWT is available in certain circumstances. In broad terms, the Double Tax Treaties effectively prevent IWT applying to interest derived by:

- the government of the relevant Specified Country and certain governmental authorities and agencies in the Specified Country; and
- a “financial institution” which is a resident of a “Specified Country” and which is unrelated to and dealing wholly independently with MGL. The term “financial institution” refers to either a bank or any other form of enterprise which substantially derives its profits by carrying on a business of raising and providing finance. However, interest paid under a back-to-back loan or an economically equivalent arrangement will not qualify for this exemption.

Bearer PR Debt Instruments - section 126 of the Australian Tax Act

Section 126 of the Australian Tax Act imposes a type of withholding tax (see below for the rate of withholding tax) on the payment of interest on Bearer PR Debt Instruments if MGL fails to disclose the names and addresses of the holders of Bearer PR Debt Instruments to the Australian Taxation Office (“**ATO**”), but is limited in its application to holders of Bearer PR Debt Instruments who are residents of Australia or non-residents who are engaged in carrying on business in Australia at or through a permanent establishment in Australia. Where interests in the relevant Bearer PR Debt Instruments are held through Euroclear, Clearstream Luxembourg, or the CMU Service, MGL intends to treat the

relevant operator of those clearing systems as the PR Debt Instrument Holder for the purposes of section 126 of the Australian Tax Act.

Under current law, the rate of withholding tax is 45%.

Payment of additional amounts

As set out in more detail in the relevant Final Terms of the PR Debt Instruments, if MGL is at any time required by law to withhold or deduct an amount in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by Australia or any political subdivision or taxing authority therein or thereof in respect of the PR Debt Instruments, MGL must, subject to certain exceptions, pay such additional amounts as may be necessary in order to ensure that the net amount received by each PR Debt Instrument Holder after such withholding or deduction is equal to the respective amount which would have been received had no such withholding or deduction been required. If MGL is compelled by law in relation to any PR Debt Instrument to make any such withholding or deduction and is required to pay the additional amounts mentioned above, MGL will have the option to redeem all (but not some only) of the PR Debt Instruments in accordance with the relevant Final Terms.

3 Other Australian tax matters

Under Australian laws as presently in effect:

- (a) *death duties* - no PR Debt Instruments will be subject to death, estate or succession duties imposed by Australia, or by any political subdivision or authority therein having power to tax, if held at the time of death;
- (b) *stamp duty and other taxes* - no ad valorem stamp duty or issue, registration or similar taxes are payable in any Australian State or Territory on the issue or the transfer of any PR Debt Instruments;
- (c) *TFN withholding taxes* - withholding tax is imposed (see below for the rate of withholding tax) on the payment of interest on Registered PR Debt Instruments unless the relevant PR Debt Instrument Holder has quoted a tax file number (“TFN”), in certain circumstances an Australian Business Number (“ABN”) or proof of some other exception (as appropriate).

Assuming the requirements of section 128F are satisfied with respect to the PR Debt Instruments, then the TFN withholding requirements of Australia’s tax legislation do not apply to payments to a holder of Registered PR Debt Instruments who is not a resident of Australia and does not hold those PR Debt Instruments in the course of carrying on business at or through a permanent establishment in Australia. Payments to other persons or in other circumstances may be subject to a TFN withholding where that person does not quote a TFN or (if applicable) an Australian Business Number or provide proof of an appropriate exemption.

Under current law, a withholding rate of 47% applies;

- (d) *supply withholding tax* - payments in respect of the PR Debt Instruments can be made free and clear of the “supply withholding tax” imposed under Australia’s tax legislation;

- (e) *goods and services tax (“GST”)* - none of the issue or receipt of the PR Debt Instruments, the payment of principal or interest by MGL nor the disposal of PR Debt Instruments will give rise to any GST liability in Australia;
- (f) *additional withholdings from certain payments to non-Australian residents* – the Governor-General may make regulations requiring withholding from certain payments to non-Australian residents (other than payments of interest or other amounts which are already subject to the current IWT rules or specifically exempt from those rules). Regulations may only be made if the responsible Minister is satisfied the specified payments are of a kind that could reasonably relate to the assessable income of foreign residents. The possible application of any future regulations to the proceeds of any sale of the PR Debt Instruments will need to be monitored; and
- (g) *garnishee directions by the Commissioner of Taxation* – the Commissioner of Taxation of Australia may give a direction under section 255 of the Australian Tax Act or section 260-5 of Schedule 1 of the Taxation Administration Act 1953 of Australia (or any other analogous provision under another statute) requiring MGL to deduct from any payment to any other entity (including any PR Debt Instrument Holder) any amount in respect of Australian tax payable by that other entity. If MGL is served with such a direction in respect of a PR Debt Instrument Holder, then MGL will comply with that direction and, accordingly, will make any deduction or withholding in connection with that direction. For example, in broad terms, if an amount was owing by MGL to a PR Debt Instrument Holder and that holder had an outstanding Australian tax-related liability owing to the Commissioner, the Commissioner may issue a notice to MGL requiring MGL to pay the Commissioner the amount owing to the holder.

United Kingdom Taxation

The following is a summary of the withholding taxation treatment and information reporting requirements under current United Kingdom tax law and HM Revenue & Customs (“HMRC”) published practice at the date of this Base Prospectus in relation to PR Debt Instruments issued by MGL. It is a general guide, is not intended to be exhaustive and should be treated with appropriate caution. It relates only to the position of persons who are the absolute beneficial owners of their PR Debt Instruments and Coupons and may not, in whole or in part, apply where the income is deemed for tax purposes to be the income of any other person or apply to certain classes of persons such as dealers or certain professional investors or persons connected with MGL. The United Kingdom tax treatment of prospective PR Debt Instrument Holders depends on their individual circumstances and may be subject to change in the future (possibly with retroactive effect). This summary does not purport to be legal or tax advice. PR Debt Instrument Holders who are in any doubt as to their tax position should consult their professional advisers on the tax implications of an investment in the PR Debt Instruments for their particular circumstances.

Interest Withholding Tax - General

No withholding or deduction for or on account of United Kingdom income tax will be required in respect of interest on the PR Debt Instruments unless it has a United Kingdom source. To the extent that interest payable on the PR Debt Instruments does have a United Kingdom source:

- (a) there is no requirement for any deduction or withholding for or on account of United Kingdom income tax in respect of any interest where the maturity of PR Debt Instrument in respect of which the interest is paid is less than 365 days and the PR Debt Instrument does not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days;

- (b) payments of interest on PR Debt Instruments issued by MGL may be made without withholding or deduction for or on account of United Kingdom income tax provided that the PR Debt Instruments carry a right to interest and are and remain listed on a “recognised stock exchange” within the meaning of Section 1005 of ITA 2007. The London Stock Exchange is a recognised stock exchange. PR Debt Instruments will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the Financial Services and Markets Act 2000 (UK)) and are admitted to trading on the London Stock Exchange. Provided, therefore, that the PR Debt Instruments carry a right to interest and are and remain so listed on a “recognised stock exchange”, interest on the PR Debt Instruments will be payable without withholding or deduction on account of United Kingdom income tax; and
- (c) in other cases, an amount must generally be withheld from payments on the PR Debt Instruments that has a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20%), subject to any other available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a holder of PR Debt Instruments, HMRC can issue a notice to MGL to pay interest to that holder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

EU Financial Transactions Tax

On 14 February 2013, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common financial transactions tax (“**FTT**”) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission’s Proposal has very broad scope and could, if introduced, apply to certain dealings in the PR Debt Instruments (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

Under the Commission’s Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the PR Debt Instruments where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, “established” in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU member states may decide to participate and/or participating Member States may decide to withdraw. Therefore, it is currently uncertain whether and when the proposed FTT will be enacted by the participating Member States and when it will take effect with regard to dealings in PR Debt Instruments.

Prospective holders of the PR Debt Instruments are advised to seek their own professional advice in relation to the FTT.

U.S. Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as “**FATCA**”, a “foreign financial institution” may be required to withhold on certain payments it makes (“foreign passthru payments”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Australia) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the PR Debt Instruments, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the PR Debt Instruments, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the PR Debt Instruments, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and PR Debt Instruments characterised as debt (or which are not otherwise characterised as equity and have a fixed term) issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional PR Debt Instruments (as described under Condition 9) that are not distinguishable from previously issued PR Debt Instruments are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all PR Debt Instruments, including the PR Debt Instruments offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the PR Debt Instruments. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the PR Debt Instruments, no person will be required to pay additional amounts as a result of the withholding.

10. Use of Proceeds

Proceeds realised from the issuance of PR Debt Instruments under the Programme will be used by MGL for the Macquarie Group's general corporate purposes or such other purposes as may be specified in the relevant Final Terms.

11. General Information

1 Authorisation

MGL has obtained all necessary consents, approvals and authorisations in Australia in connection with the issue and performance of the PR Debt Instruments. The establishment of the Programme and the issue of the PR Debt Instruments by MGL was authorised by resolutions of the board of directors of MGL on 12 November 2007 and various resolutions of a board delegated committee of MGL, most recently on 4 June 2021.

2 Listing

The admission of the Programme to listing on the Official List of the FCA and to trading on the Market is expected to take effect on or around 17 June 2021. The admission of the PR Debt Instruments to trading on the London Stock Exchange will be expressed as a percentage of their nominal amount (exclusive of accrued interest). Any Tranche of PR Debt Instruments intended to be admitted to listing on the Official List of the FCA and admitted to trading on the Market will be so admitted to listing and trading upon submission to the FCA and the London Stock Exchange of the relevant Final Terms and any other information required by the FCA and the London Stock Exchange, subject in each case to the issue of the relevant PR Debt Instruments. Prior to listing on the Official List and admission of PR Debt Instruments to trading on the Market, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day in London after the day of the transaction.

3 Auditor

The auditor of the Macquarie Group in Australia is PricewaterhouseCoopers.

4 Significant or Material Change

There has been no significant change in the financial performance or financial position of MGL or the Macquarie Group since 31 March 2021, and no material adverse change in the financial position or prospects of MGL or the Macquarie Group since 31 March 2021, being the date as at which the latest published audited annual financial statements of MGL and Macquarie Group consolidated with its controlled entities were made up.

5 Documents available

For so long as any PR Debt Instruments shall be outstanding or the Programme remains in effect, copies of the following documents may be inspected during normal business hours at, and copies of documents (d), (e) and (f) are available free of charge from, the specified office of the I&P Agent and any Paying Agent (being Citibank, N.A., London Branch or any of its successors in such capacity), the CMU Lodging Agent (being Citicorp International Limited or any of its successors in such capacity) or any registrar as set out at the end of this Base Prospectus and/or from the registered office of MGL:

- (a) the constitution of MGL;
- (b) the Agency Agreement (which includes the form of the Global PR Debt Instruments, the Definitive PR Debt Instruments, the Coupons, the Talons and the form of certificate relating to the Registered PR Debt Instruments) and any agreement which amends or supplements it;

- (c) the Master Deed of Covenant;
- (d) each Final Terms for PR Debt Instruments that are listed on the London Stock Exchange or any other stock exchange;
- (e) a copy of this Base Prospectus, together with any supplement to this Base Prospectus; and
- (f) all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is extracted or referred to in this Base Prospectus.

The Final Terms issued for each Tranche of PR Debt Instruments to be listed on the London Stock Exchange will be published via the Regulatory News Service of the London Stock Exchange at <https://www.londonstockexchange.com/news?tab=news-explorer>.

This Base Prospectus and the other documents, or portions of documents, incorporated by reference as set out in this Base Prospectus are available on the internet site <http://www.macquarie.com/au/about/investors>.

MGL will also provide, without charge, upon the written request of any person, a copy of this Base Prospectus, the Final Terms issued for each Tranche of PR Debt Instruments to be listed on the London Stock Exchange and any or all of the documents which, or portions of which, are incorporated in this Base Prospectus by reference. Written requests for such documents should be directed to MGL at its office set out at the end of this Base Prospectus.

6 Clearing

The PR Debt Instruments have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The appropriate Common Code and International Securities Identification Number (“**ISIN**”) in relation to the PR Debt Instruments of each Series will be specified in the relevant Final Terms. The Issuer may also apply to have the PR Debt Instruments accepted for clearance through the Central Moneymarkets Unit Service (“**CMU Service**”). The relevant CMU instrument number will be specified in the relevant Final Terms.

Pursuant to the Agency Agreement the I&P Agent or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU Lodging Agent shall arrange that, where a further Tranche of PR Debt Instruments is issued which is intended to form a single Series with an existing Tranche of PR Debt Instruments, the PR Debt Instruments of such further Tranche shall be assigned a Common Code and ISIN by Euroclear and Clearstream, Luxembourg or, in the case of PR Debt Instruments cleared through the CMU Service, a CMU instrument number by the CMU Service which are different from the Common Code and ISIN or, in the case of PR Debt Instruments cleared through the CMU Service, the CMU instrument number assigned to PR Debt Instruments of any other Tranche of the same Series until at least 40 days after the completion of the distribution of the PR Debt Instruments of such Tranche.

The Legal Entity Identifier of the Issuer is ACMHD8HWFMFUIQQ8y590.

7 Australian approvals

No approvals are currently required under Australian law for or in connection with the issue of the PR Debt Instruments by MGL or for or in connection with the performance and enforceability of such PR Debt Instruments or Coupons. However, regulations in Australia prohibit payments, transactions and dealings with assets or named individuals or entities subject to international sanctions or associated with terrorism.

OFFERING CIRCULAR FOR THE ISSUE OF NON-PR
DEBT INSTRUMENTS

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)



MACQUARIE

Offering Circular for the Issue of Non-PR Debt Instruments

PAGES 151 to 247 INCLUSIVE OF THIS OFFERING MEMORANDUM COMPRISE AN OFFERING CIRCULAR (“OFFERING CIRCULAR”). THIS OFFERING CIRCULAR HAS BEEN PREPARED BY THE ISSUER IN CONNECTION WITH THE ISSUANCE OF DEBT INSTRUMENTS OTHER THAN DEBT INSTRUMENTS TO BE ADMITTED TO THE OFFICIAL LIST OF THE UK LISTING AUTHORITY AND TO BE ADMITTED TO TRADING ON THE LONDON STOCK EXCHANGE’S MAIN MARKET (“NON-PR DEBT INSTRUMENTS”). THIS OFFERING CIRCULAR HAS NOT BEEN REVIEWED OR APPROVED BY THE FINANCIAL CONDUCT AUTHORITY (“FCA”) AND DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF THE REGULATION (EU) 2017/1129 (THE “PROSPECTUS REGULATION”) AND REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE “EUWA”) (THE “UK PROSPECTUS REGULATION”). THIS OFFERING CIRCULAR DOES NOT FORM PART OF THE BASE PROSPECTUS.

This Offering Circular is to be read in conjunction with the following sections of the base prospectus set out on pages 1 to 150 inclusive of this Offering Memorandum (“**Base Prospectus**”) (save as amended herein):

- Risk Factors;
- Documents Incorporated by Reference;
- Form of the PR Debt Instruments;
- Macquarie Group Limited;
- Selected Financial Information;
- Subscription and Sale;
- Taxation;
- Use of Proceeds; and
- General Information,

each of which shall be deemed to be incorporated by reference herein. This Offering Circular shall be read on the basis that such sections of the Base Prospectus are so incorporated and form part of this Offering Circular.

Macquarie Group Limited (ABN 94 122 169 279) (“**Issuer**” or “**MGL**”) may offer from time to time unsecured, unsubordinated or subordinated debt obligations as described in this Offering Circular. Non-

Offering Circular

PR Debt Instruments may be issued under this Offering Circular as specified in the relevant Pricing Supplement (as defined below). Any Non-PR Debt Instruments issued under the Programme on or after the date of this Offering Circular are issued subject to the provisions described herein. This does not affect any Non-PR Debt Instruments issued before the date of this Offering Circular. The Issuer has previously published, and may in the future publish, other prospectuses or offering documents in relation to the issue of other classes of debt obligations under the Programme.

The Issuer is not an “authorised deposit-taking institution” (“**ADI**”) for the purposes of the Banking Act 1959 of Australia (“**Banking Act**”), and its obligations do not represent deposits, protected accounts or other liabilities of its subsidiary, Macquarie Bank Limited (ABN 46 008 583 542) (“**MBL**” or “**Macquarie Bank**”). MBL does not guarantee or otherwise provide assurance in respect of the obligations of MGL. In this Offering Circular references to the “**Macquarie Group**” are references to MGL and its controlled entities and references to the “**Macquarie Bank Group**” are references to Macquarie Bank and its controlled entities.

Save to the extent specified herein, terms defined in the sections of the Base Prospectus incorporated by reference herein shall have the same meaning when used in this Offering Circular.

For the purposes of the issue of Non-PR Debt Instruments those sections of the Base Prospectus incorporated by reference herein shall be deemed to be amended and supplemented as follows:

1. all references to the “Programme” shall be references to the programme for the issuance of debt instruments set out in this document;
2. all references to the “Base Prospectus” shall be deemed to be references to the “Offering Circular”;
3. all references to the “Terms and Conditions of the PR Debt Instruments” or “Conditions” shall be deemed to be references to the “Terms and Conditions of the Non-PR Debt Instruments” as set out in Schedule A to the Offering Circular;
4. all references to “Final Terms” shall be deemed to be references to the “Pricing Supplement” set out in Schedule B to the Offering Circular;
5. all references to “PR Debt Instruments” or “Debt Instruments” shall be deemed to be references to “Non-PR Debt Instruments”;
6. all references to “PR Debt Instrument Holders” shall be deemed to be references to “Non-PR Debt Instrument Holders”; and
7. in addition to the Debt Instruments which may be issued under the Programme as described in the “Overview of the Programme” below, the Issuer may issue Non-PR Debt Instruments on such other terms as may be set out in the relevant Pricing Supplement.

Important Notices

This Offering Circular has not been, nor will be, lodged with the Australian Securities and Investments Commission (“ASIC”) and is not a ‘prospectus’ or other ‘disclosure document’ for the purposes of the Corporations Act. In addition, see the selling restrictions in "Subscription and Sale" incorporated into and forming part of this Offering Circular.

This Offering Circular has been prepared on the basis that any offer of Non-PR Debt Instruments in any Member State of the European Economic Area (“**EEA**”) or the United Kingdom (“**UK**”) will be made pursuant to an exemption under the Prospectus Regulation and the UK Prospectus Regulation from the requirement to publish a prospectus for offers of Non-PR Debt Instruments or otherwise will not be subject to such requirements. Accordingly any person making or intending to make an offer in that Relevant Member State of the EEA or the UK of Non-PR Debt Instruments which are the subject of an offering contemplated in this Offering Circular as completed by the relevant Pricing Supplement in relation to the offer of those Non-PR Debt Instruments may only do so in the circumstances in which no obligation arises for the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or pursuant to section 85 of the Financial Services and Markets Act 2000 (the “**FSMA**”), or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation or pursuant to Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Non-PR Debt Instruments in circumstances in which an obligation arises for an Issuer or any Dealer to publish or supplement a prospectus for such offer.

The Non-PR Debt Instruments have not been and will not be registered under the U.S. Securities Act of 1933, as amended (“**Securities Act**”) and will be issued in bearer or registered form. The Non-PR Debt Instruments are being offered outside the United States by the Dealers in accordance with Regulation S under the Securities Act, and may not be offered, sold, resold or delivered within the United States or to, or for the account or benefit of, “**U.S. persons**” except in accordance with Regulation S under the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Non-PR Debt Instruments in bearer form with a maturity of more than one year are subject to U.S. tax law requirements and, pursuant to the terms of the Programme, may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by the U.S. Internal Revenue Code of 1986, as amended (“**U.S. Internal Revenue Code**”) and U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and U.S. tax regulations.

The pricing supplement (“**Pricing Supplement**”) issued for each Tranche of Non-PR Debt Instruments will contain details of the aggregate nominal amount of the Tranche of Non-PR Debt Instruments and the interest (if any) payable in respect of, and the issue price, issue date and maturity date of the Tranche of Non-PR Debt Instruments, together with any other terms and conditions not contained in this Offering Circular which apply to that Tranche of Non-PR Debt Instruments. In addition, as agreed between MGL and the relevant Dealer(s), Pricing Supplement may also be issued for other Tranches of Non-PR Debt Instruments.

Responsibility

MGL accepts responsibility for the information contained in this Offering Circular. To the best of MGL’s knowledge, the information contained in this Offering Circular is in accordance with the facts and this Offering Circular makes no omission likely to affect its import.

If any person intending to acquire, or acquiring, any Non-PR Debt Instruments is in any doubt about whether it can rely on this Offering Circular and/or who is responsible for its contents it should take legal advice.

Documents incorporated by reference

This Offering Circular is to be read in conjunction with the documents which are incorporated herein by reference (see "Documents Incorporated by Reference" set out on pages 36 to 37 of the Base Prospectus, as incorporated by reference into and forming part of this Offering Circular). This Offering Circular shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Offering Circular. Other than in relation to the documents which are deemed to be incorporated by reference (see "Documents Incorporated by Reference" on pages 36 to 37 of the Base Prospectus), the information on the websites to which this Offering Circular refers does not form part of this Offering Circular. Investors should review, amongst other things, the documents deemed to be incorporated herein by reference when deciding whether or not to purchase any Non-PR Debt Instruments.

No independent verification or advice

None of the Dealers (as named on the cover page of this Offering Memorandum or as may be appointed from time to time) or the Agents (as defined in the Conditions) has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Dealer (or their affiliates) or Agent as to the accuracy or completeness of any of the information contained in this Offering Circular or any further information supplied in connection with the Programme.

Neither this Offering Circular nor any other information provided in connection with the Programme or the Non-PR Debt Instruments is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation or a statement of opinion, or a report of either of those things, by MGL or any Dealer or Agent that any recipient of this Offering Circular purchase any Non-PR Debt Instruments or any rights in respect of any Non-PR Debt Instruments. Each investor contemplating purchasing any Non-PR Debt Instruments or any rights in respect of any Non-PR Debt Instruments under the Programme should make (and shall be deemed to have made) its own independent assessment of the financial condition and affairs of, and its own appraisal of the creditworthiness of, MGL. No advice is given in respect of the taxation treatment of investors in connection with investment in any Non-PR Debt Instruments and each investor is advised to consult its own professional adviser.

Currency of information

Neither the delivery of this Offering Circular nor any sale made in connection with this Offering Circular at any time implies that the information contained herein concerning MGL is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated.

No review of affairs of MGL or the Macquarie Bank Group

None of the Dealers or the Agents undertakes to review the financial condition or affairs of MGL or the Macquarie Bank Group during the life of the Programme or to advise any investor in the Non-PR Debt Instruments of any information coming to the attention of any Dealer or Agent.

Risk factors

An investment in the Non-PR Debt Instruments involves risks that include, without limitation, those described in "Risk Factors" which are incorporated into and form part of this Offering Circular.

Non-PR Debt Instruments may not be a suitable investment for all investors

Investors should have (either alone or with the help of a financial adviser) sufficient knowledge and experience in financial and business matters to meaningfully evaluate the merits and risks of investing in a particular issue of Non-PR Debt Instruments and the information contained in or incorporated by reference in this Offering Circular or any applicable supplement or Pricing Supplement as well as access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of their particular circumstance.

Risks related to the structure of a particular issue of Non-PR Debt Instruments

A range of Non-PR Debt Instruments may be issued under the Programme. A number of these Non-PR Debt Instruments may have features which contain particular risks for potential investors. The risks of a particular Non-PR Debt Instrument will depend on the terms of such Non-PR Debt Instrument, but may include, without limitation, the possibility of significant changes in the values of the applicable interest rates or other indices or formula. Prospective investors may be required to bear the financial risks of an investment in the Non-PR Debt Instruments for an indefinite period of time. Prospective investors could lose all or a substantial portion of their investment.

Such risks generally depend on factors over which MGL has no control and which cannot readily be foreseen, such as economic and political events and the supply of and demand for the relevant securities, assets or other property. Neither the current nor the historical price, value or performance of (A) the relevant interest rates or other indices or formulae, (B) the relevant classes of securities, assets or other property, or (C) the relevant entities should be taken as an indication of future price, value or performance during the term of any Non-PR Debt Instrument.

Subordinated Non-PR Debt Instruments

The obligation of the Issuer prior to the commencement of a winding up to make payments when due in respect of Subordinated Non-PR Debt Instruments is conditional upon the Issuer being solvent immediately before and after payment by the Issuer. Furthermore, in the case of Subordinated Non-PR Debt Instruments, if the Issuer is declared insolvent and a winding up is commenced, it will be required to pay the holders of Unsubordinated PR Debt Instruments and meet its obligations to all its other creditors (including unsecured creditors, but excluding any obligations in respect of subordinated debt which rank *pari passu* with, or after, the Subordinated Non-PR Debt Instruments) in full before it can make any payments on Subordinated Non-PR Debt Instruments. If this occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due to investors under Subordinated Non-PR Debt Instruments.

In connection with any issuance of Non-PR Debt Instruments, the features applicable to such Non-PR Debt Instruments as described in this Offering Circular may be modified, supplemented or amended to conform them with any requirements imposed by APRA, generally, and in its adoption and implementation of the Basel III framework under its prudential standards promulgated by APRA from time to time. Any differences in the terms of any Non-PR Debt Instruments from the features described in this Offering Circular will be described in the relevant Pricing Supplement (or in another supplement to this Offering Circular).

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (A) Non-PR Debt Instruments are legal investments for it, (B) Non-PR Debt Instruments can be used as collateral for various types of borrowing and (C) other restrictions apply to its purchase or pledge of any Non-PR Debt Instruments. Financial institutions

should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Non-PR Debt Instruments under any applicable risk-based capital or similar rules.

No authorisation

No person has been authorised to give any information or make any representations not contained in this Offering Circular in connection with MGL, the Macquarie Bank Group, the Programme or the issue or sale of the Non-PR Debt Instruments and, if given or made, such information or representation must not be relied upon as having been authorised by MGL or any Dealer or Agent.

Distribution and selling restrictions

The distribution of this Offering Circular and any Pricing Supplement and the offer or sale of Non-PR Debt Instruments may be restricted in certain jurisdictions. Neither MGL nor any Dealer or Agent represents that this Offering Circular may be lawfully distributed, or that any Non-PR Debt Instruments may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular no action has been taken by MGL or any Dealer or Agent which would permit a public offering of any Non-PR Debt Instruments or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Non-PR Debt Instruments may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms.

Persons into whose possession this Offering Circular or any Non-PR Debt Instruments come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Non-PR Debt Instruments in Australia, the United States of America (“**United States**”), the EEA, the UK, the Republic of Italy, Hong Kong, Singapore, Japan, Canada, Korea, Taiwan and the People’s Republic of China (“**PRC**”) (see “Subscription and Sale” on pages 131 to 140 inclusive of the Base Prospectus, which are incorporated into and form part of this Offering Circular).

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that in relation to any Non-PR Debt Instruments which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell such Non-PR Debt Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Non-PR Debt Instruments would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer.

No offer

Neither this Offering Circular nor any Pricing Supplement is intended to, nor does it, constitute an offer or invitation by or on behalf of MGL or any Dealer or Agent to any person to subscribe for, or purchase any Non-PR Debt Instruments nor does it constitute, and it may not be used for the purposes of, an offer or invitation by anyone in any jurisdiction in which such offer or invitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of Non-PR Debt Instruments or the distribution of this Offering Circular or any Pricing Supplement in any jurisdiction where such action is required.

Australian banking legislation

Macquarie Group is regulated as a non-operating holding company (“**NOHC**”) of an ADI under the Banking Act.

The Australian Prudential Regulation Authority (“**APRA**”) has a general power under section 11CA of the Banking Act to make a variety of directions to an authorised NOHC in a wide range of circumstances, including if APRA has reason to believe that the authorised NOHC is, or is about to become, unable to meet its liabilities or there has been, or there might be, a material deterioration in the NOHC’s financial condition or if the NOHC is conducting its affairs in an improper or financially unsound way.

Non-PR Debt Instruments do not constitute a protected account of, or (unless expressly provided in the relevant Pricing Supplement) a deposit with Macquarie Group’s subsidiary, Macquarie Bank. The liabilities which are preferred by law to the claim of a holder in respect of a Non-PR Debt Instrument will be substantial and the Conditions do not limit the amount of such liabilities which may be incurred or assumed by Macquarie Group from time to time.

A “protected account” is either (a) an account where an ADI is required to pay the account-holder, on demand or at an agreed time, the net credit balance of the account, or (b) another account or financial product prescribed by regulation. Changes to applicable law may extend the liabilities required to be preferred by law.

Use of defined terms in this Offering Circular

Certain terms or phrases in this Offering Circular are defined in double quotation marks and subsequent references to that term are designated with initial capital letters. Terms used in this Offering Circular but not otherwise defined have the meaning given to them in the terms and conditions applicable to the Non-PR Debt Instruments, as set out in **Schedule A** to this Offering Circular, as amended, supplemented or varied in accordance with the relevant Pricing Supplement (“**Conditions**”).

References to currencies

In this Offering Circular references to:

- “**U.S.\$**” and “**U.S. Dollars**” are to the lawful currency of the United States;
- “**A\$**” and “**Australian Dollars**” are to the lawful currency of Australia;
- “**£**”, “**sterling**” and “**Sterling**” are to the lawful currency of the UK;
- “**Yen**” are to the lawful currency of Japan;
- “**SG\$**” or “**Singapore Dollars**” are to the lawful currency of Singapore;
- “**HKD**” or “**Hong Kong Dollars**” are to the lawful currency of Hong Kong;
- “**€**”, “**EUR**” or “**Euro**” are to the single currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time; and
- “**RMB**”, “**CNY**” or “**Renminbi**” are to the lawful currency of the PRC.

Forward-Looking Statements about MGL

This Offering Circular includes statements that are, or may be deemed to be, ‘forward-looking statements’. These forward-looking statements can be identified by the use of forward-looking expressions, including the terms ‘believes’, ‘estimates’, ‘anticipates’, ‘expects’, ‘intends’, ‘may’, ‘will’ or ‘should’ or, in each case, their negative or other variations or similar expressions, or by discussions of strategy, plans, objectives, goals, future events or intentions. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Offering Circular and include, but are not limited to, those regarding MGL’s financial position, business strategy, plans and objectives of management for future operations. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Forward-looking statements are not guarantees of future performance and the actual results, performance or achievements of MGL, its financial condition, liquidity and industry results, may differ materially from those described in, or suggested by the forward-looking statements contained in this Offering Circular. In addition, even if the results of MGL’s financial condition, liquidity and industry results, are consistent with the forward-looking statements contained in this Offering Circular, those results and developments may not be indicative of results or developments in subsequent periods. These and other factors are discussed in more detail under the section headed “Risk Factors”. Many of these factors are beyond the control of MGL. Should one or more of these risks or uncertainties materialise, or should underlying assumptions on which the forward-looking statements are based prove incorrect, actual results may vary materially from those described in this Offering Circular as anticipated, believed, estimated or expected. Except to the extent required by laws and regulations, MGL does not intend, and does not assume any obligation, to update any forward-looking statements set out in this Offering Circular.

Except to the extent required by laws and regulations, MGL does not intend, and does not assume any obligation, to update the Offering Circular in light of the impact of any judicial decision or change to English law or administrative practice after the date of this Offering Circular.

EU Benchmarks Regulation and UK Benchmarks Regulation

Interest and/or other amounts payable under the Non-PR Debt Instruments may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of register of administrators and benchmarks established and maintained by ESMA under Article 36 of the Regulation (EU) No. 2016/1011 (the “**EU Benchmarks Regulation**”) and/or the FCA’s register of administrators under Article 36 of Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA (“**UK Benchmarks Regulation**”). If any such reference rate does constitute such a benchmark, the Pricing Supplement will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks under Article 36 of the EU Benchmarks Regulation and/or the FCA’s register of administrators under Article 36 of the UK Benchmarks Regulation. Transitional provisions in Article 51 of the EU Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Pricing Supplement. The registration status of any administrator under the EU Benchmarks Regulation and/or the UK Benchmarks Regulation is a matter of public record and, save where required by applicable law, MGL does not intend to update the Pricing Supplement to reflect any change in the registration status of the administrator.

Stabilisation

In connection with the issue of any Tranche of Non-PR Debt Instruments, the Dealer or Dealers (if any) appointed as the stabilisation manager(s) (the “**Stabilisation Manager(s)**”) (or any person acting on behalf of any Stabilisation Manager(s)) may over-allot Non-PR Debt Instruments or effect transactions outside Australia and on a market operated outside Australia with a view to supporting the market price

of the Non-PR Debt Instruments at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur.

Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Non-PR Debt Instruments is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Non-PR Debt Instruments and 60 days after the date of the allotment of the relevant Tranche of Non-PR Debt Instruments. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

Dissemination of Credit Ratings

There are references in this Offering Circular to credit ratings. A credit rating is not a recommendation to buy, sell or hold the Non-PR Debt Instruments and may be subject to revision, suspension or withdrawal at any time by the relevant rating agency.

Credit ratings are for distribution only to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive this Offering Circular and anyone who receives this Offering Circular must not distribute it to any person who is not entitled to receive it.

Overview of the Programme

The following overview is a general description only and should be read, in relation to any Non-PR Debt Instruments, in conjunction with the Pricing Supplement set out in Schedule B and, to the extent applicable, the terms and conditions set out in Schedule A to this Offering Circular (“Conditions”). This overview is qualified in its entirety by the remainder of this Offering Circular and any decision to invest in the Non-PR Debt Instruments should be based on a consideration of this Offering Circular as a whole, including, without limitation, the “Risk Factors” on pages 9 to 35 inclusive of the Base Prospectus and the documents incorporated by reference into this Offering Circular. Words or expressions defined or used in the Conditions, shall, unless the contrary intention appears, have the same meaning in this overview.

Issuer: Macquarie Group Limited (ABN 94 122 169 279), a corporation constituted with limited liability under the laws of Australia.

Description: Debt Instrument Programme.

Arranger: Macquarie Group Limited.

Dealers:

- Australia and New Zealand Banking Group Limited
- Bank of China Limited
- BNP Paribas
- Citigroup Global Markets Limited
- Commonwealth Bank of Australia
- Crédit Agricole Corporate and Investment Bank
- Goldman Sachs International
- HSBC Bank plc
- ING Bank N.V.
- J.P. Morgan Securities plc
- Macquarie Bank Europe Designated Activity Company
- Macquarie Bank Limited, London Branch
- Merrill Lynch International
- National Australia Bank Limited
- SMBC Nikko Capital Markets Limited
- Société Générale
- Wells Fargo Securities, LLC
- Westpac Banking Corporation

MGL may from time to time terminate the appointment of any Dealer under the Programme or appoint additional dealers either in respect of a Tranche or in respect of the whole Programme.

Agents: Citibank, N.A., London Branch has been appointed as an issuing and paying agent (“**I&P Agent**”).

Citicorp International Limited has been appointed as CMU lodging agent (“**CMU Lodging Agent**”).

No trustee or other organisation has been appointed to represent investors in Non-PR Debt Instruments issued under the Programme.

Programme:	A fully revolving non-underwritten programme allowing for the issuance of debt obligations (subject to applicable legal and regulatory restrictions) as specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).
Programme Limit:	Up to U.S.\$10,000,000,000 (or its approximate equivalent in other currencies) at the date of this Offering Circular. The Programme Limit may be increased by MGL in accordance with the Dealer Agreement (as defined in “Subscription and Sale” on pages 131 to 140 inclusive of the Base Prospectus).
Distribution:	Non-PR Debt Instruments may be distributed on a syndicated or non-syndicated basis.
Programme Term:	The Programme will not have a fixed maturity date. The Programme may be cancelled on 30 days’ notice by MGL to the Dealers and Agents.
Method of Issue:	MGL may from time to time issue Non-PR Debt Instruments in one or more Tranches within one or more Series.
Maturities:	Subject to compliance with all relevant laws and rules, Non-PR Debt Instruments may have any maturity of one day or more as specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).
Issue Price:	Non-PR Debt Instruments may be issued at an issue price which is at par or at a discount to, or premium over, par, and will be specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).
Pricing Supplement:	Each Pricing Supplement will provide particular information relating to a particular Tranche of Non-PR Debt Instruments including details of the form of the Non-PR Debt Instruments, the Series in which the Non-PR Debt Instruments will be issued and other information pertinent to the issue of those Non-PR Debt Instruments.
Deed of Covenant:	Non-PR Debt Instrument Holders will have the benefit of the Master Deed of Covenant (or such other deed of covenant as is specified in the relevant Pricing Supplement).
Form of Non-PR Debt Instruments:	<p>The form of particular Non-PR Debt Instruments will be determined by MGL and the relevant Dealer(s) prior to their issue date. Non-PR Debt Instruments of any Series may be described by any marketing name agreed between MGL and the relevant Dealer(s) and as specified in the relevant Pricing Supplement (if any). See “Form of PR Debt Instruments” on pages 90 to 94 inclusive of the Base Prospectus.</p> <p>Non-PR Debt Instruments will be issued in one or more tranches (each a “Tranche”) within one or more series (each a “Series”).</p>

Tranches of Non-PR Debt Instruments within a particular Series may have various issue dates, issue prices and interest commencement dates and, in respect of the first interest payment (if any), different interest payment amounts but will otherwise be issued on identical terms and conditions.

Each Series of Non-PR Debt Instruments will (a) be represented on issue by a temporary global debt instrument in bearer form without coupons or talons (each a “**Temporary Global Non-PR Debt Instrument**”) or a permanent global debt instrument in bearer form (each a “**Permanent Global Non-PR Debt Instrument**”) (together, “**Global Non-PR Debt Instruments**”), or (b) take the form of an entry in a register (“**Registered Non-PR Debt Instrument**”).

Global Non-PR Debt Instruments may be deposited on the issue date with a common depository on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking, S.A. (“**Clearstream, Luxembourg**”) or, in the case of Non-PR Debt Instruments cleared through the CMU Service, a sub-custodian for the CMU Service.

The provisions governing the exchange of interests in Global Non-PR Debt Instruments for other Global Non-PR Debt Instruments and definitive Non-PR Debt Instruments are described in “Form of PR Debt Instruments” on pages 90 to 94 inclusive of the Base Prospectus. No certificate or other evidence of title will be issued in respect of Registered Non-PR Debt Instruments unless MGL determines that certificates should be available or it is required to do so pursuant to applicable law or regulation.

Use of Proceeds:

Proceeds realised from the issuance of a Tranche of Non-PR Debt Instruments will be used by MGL for the Macquarie Group’s general corporate purposes or such other purposes as may be specified in the relevant Pricing Supplement.

Currencies:

Subject to any applicable legal or regulatory requirements, such currencies as may be agreed between MGL and the relevant Dealer(s), including, without limitation, U.S. Dollars, Australian Dollars, Sterling, Yen, Singapore Dollars, Hong Kong Dollars, Euro, Renminbi or any other currency.

Status of the
Non-PR Debt Instruments:

Non-PR Debt Instruments and any relative Coupons will be direct, unsecured, subordinated or unsubordinated, and general obligations of MGL.

Non-PR Debt Instruments will rank pari passu, without any preference among themselves, with all other outstanding unsecured and, in the case of Unsubordinated PR Debt Instruments, unsubordinated obligations of MGL, present and future (other than obligations preferred by mandatory provisions of law).

Unless provided to the contrary in the relevant Pricing Supplement (if any), Subordinated Non-PR Debt instruments will rank *pari passu*, without any preference among themselves, and will in a winding-up of MGL be subordinated in right of payment to the claims of Senior Creditors as more fully described in Condition 4.

MGL is not an ADI for the purposes of the Banking Act, and its obligations do not represent deposits, protected accounts, or other liabilities of its subsidiary, Macquarie Bank. Macquarie Bank does not guarantee or otherwise provide assurance in respect of the obligations of MGL.

Interest-bearing Non-PR Debt Instruments:	Interest will be payable on Fixed Rate Non-PR Debt Instruments, Floating Rate Non-PR Debt Instruments, Fixed/Floating Interest Rate Basis Non-PR Debt Instruments and other Non-PR Debt Instruments bearing interest at a fixed or floating rate on such basis and on such date or dates as may be agreed between MGL and the relevant Dealer(s) (as is specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s)) and on redemption.
Redemption:	The relevant Pricing Supplement (if any) will specify either that the relevant Non-PR Debt Instruments cannot be redeemed prior to their stated maturity (other than for taxation as set out in Condition 6.4 or following an event of default) or that such Non-PR Debt Instruments will be redeemable at the option of MGL and/or the Non-PR Debt Instrument Holders upon giving notice to such Non-PR Debt Instrument Holders or MGL, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as may be agreed between MGL and the relevant Dealer(s).
Denominations:	Non-PR Debt Instruments will be issued in such denominations as specified in the relevant Pricing Supplement (if any) or (in other cases) as agreed between MGL and the relevant Dealer(s).
Cross Default:	None.
Withholding Tax:	All payments by MGL in respect of the Non-PR Debt Instruments will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Australia or the country in which the establishment of account for the Non-PR Debt Instruments is located, or in each case, any political subdivision thereof or any authority therein or thereof, unless such withholding or deduction is required by law or is made for or on account of FATCA (as defined in the Conditions). If MGL is required to make such a withholding or deduction, then, subject to customary exceptions (which include, without limitation, a deduction made for or on account of FATCA) as provided in Condition 8 or as otherwise specified in the Master Deed of Covenant (or such other deed of covenant as is specified in the relevant Pricing Supplement), MGL

will pay an additional amount to cover the amounts so withheld or deducted.

See “Taxation – Australian Taxation” on pages 141 to 145 inclusive of the Base Prospectus for further information.

Credit Ratings:

One or more independent rating agencies may assign credit ratings to the Non-PR Debt Instruments to be issued by MGL under the Programme. The rating(s) (if any) of the Non-PR Debt Instruments will be specified in the relevant Pricing Supplement. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Non-PR Debt Instruments.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, cancellation, reduction or withdrawal at any time by the assigning rating agency. Each rating should be evaluated independently of any other rating.

There are references in this Offering Circular to credit ratings. In Australia, credit ratings must only be distributed to a person (a) who is not a “retail client” within the meaning of section 761G of the Corporations Act and is also a sophisticated investor, professional investor or other investor in respect of whom disclosure is not required under Part 6D.2 or 7.9 of the Corporations Act, and (b) who is otherwise permitted to receive credit ratings in accordance with applicable law in any jurisdiction in which the person may be located. Anyone who is not such a person is not entitled to receive the Offering Circular and anyone who receives this Offering Circular must not distribute it to any person who is not entitled to receive it.

Governing Law:

The Non-PR Debt Instruments will be governed by the laws of New South Wales or English law in accordance with the Master Deed of Covenant. The Agency Agreement will be governed by the laws of New South Wales.

Listing and Admission to Trading:

Application has not been (and will not be) made for the Non-PR Debt Instruments issued under this Offering Circular to be admitted to the Official List of the FCA and to be admitted to trading on the London Stock Exchange’s main market. However, application may be made for the Non-PR Debt Instruments to be admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system.

Selling and Transfer Restrictions:

The offering, sale, delivery and transfer of Non-PR Debt Instruments and the distribution of this Offering Circular and other material in relation to any Non-PR Debt Instruments are subject to restrictions as may apply in any country in connection with the offering and sale of a particular Tranche of Non-PR Debt Instruments including, in particular, restrictions in Australia, the United States, the European Economic Area, the United Kingdom, the Republic of Italy, Hong Kong, Singapore, Japan, Canada,

Korea, Taiwan and the PRC. See “Subscription and Sale” on pages 131 to 140 inclusive of the Base Prospectus.

In addition, the Non-PR Debt Instruments may be subject to certain restrictions on resales and transfers in the sections headed “Important Notices” on pages 153 to 159 inclusive of this Offering Circular.

SCHEDULE A – TERMS AND CONDITIONS OF THE NON-PR DEBT INSTRUMENTS

*The following (save for the italicised text) is a composite text of the terms and conditions which (subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement) will be applicable to each Series of Debt Instruments. The terms of the Agency Agreement (as defined below) and the Master Deed of Covenant dated 16 September 2009 (“**Master Deed of Covenant**”) will apply to each Series of Debt Instruments unless the provisions of the relevant Pricing Supplement provides otherwise.*

References in the terms and conditions to “Issuer” are, unless the contrary intention appears, references to the Issuer specified in the relevant Pricing Supplement. References in the terms and conditions to “Debt Instruments” are, unless the contrary intention appears, to the Debt Instruments of one Series of the type specified in the relevant Pricing Supplement only, not to all Debt Instruments which may be issued under the Programme. Terms used in the relevant Pricing Supplement will, unless the contrary intention appears, have the same meaning where used in the terms and conditions.

*Macquarie Group Limited is not an “authorised deposit-taking institution” (“**ADI**”) for the purposes of the Banking Act 1959 of Australia, and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of Macquarie Group Limited.*

The following eight paragraphs apply to Debt Instruments, which are specified in the relevant Pricing Supplement as being issued with the benefit of both the Agency Agreement and the Master Deed of Covenant.

The Debt Instruments are issued with the benefit (to the extent applicable) of an amended and restated agency agreement (as amended, restated or supplemented from time to time) (“**Agency Agreement**”) dated on or about 11 June 2021 between Macquarie Group Limited (“**Issuer**” or “**MGL**”) and Citibank, N.A., London Branch in its capacity as an issuing and paying agent (“**I&P Agent**” and “**Paying Agent**”, which expression shall include any successor to Citibank, N.A., London Branch in its capacity as such) and Citicorp International Limited as CMU lodging agent (“**CMU Lodging Agent**”, which expression shall include any successor to Citicorp International Limited in its capacity as such).

The expression “**Agents**” shall include each I&P Agent, CMU Lodging Agent and any transfer agent (“**Transfer Agent**”), and any registrar (“**Registrar**”) and any other paying agents subsequently appointed (“**Paying Agents**”), successors thereto in such capacity and any additional or substitute agents appointed to MGL’s Debt Instrument Programme (“**Programme**”) from time to time. The Debt Instrument Holders (as defined in Condition 2.3 below, which expression includes, unless the contrary intention appears, the holders of the coupons (“**Coupons**”) (if any) appertaining to interest-bearing Debt Instruments in bearer form (“**Couponholders**”) and the holders of talons (“**Talons**”) (if any) for further coupons attached to such Debt Instruments (“**Talonholders**”)) are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Agency Agreement applicable to them.

The Pricing Supplement for this Debt Instrument is attached to this Debt Instrument or endorsed on this Debt Instrument, specifies the Issuer and the type of Debt Instrument and supplements these Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace or modify these Conditions for the purposes of this Debt Instrument. References in these Conditions to the “**relevant Pricing Supplement**” are to the Pricing Supplement setting out the final terms of this Debt Instrument which is attached to, endorsed on, or otherwise applicable to this Debt Instrument.

As used in these Conditions, “**Series**” means each original issue of Debt Instruments together with any further issues expressed to form a single Series with the original issue and the terms of which (save for the issue or deposit date (“**Issue Date**”)), the date from which interest accrues (“**Interest Commencement Date**”), the issue price of the Debt Instruments (“**Issue Price**”) and the amount of the first interest payment (if any) (as specified in the relevant Pricing Supplement)) are identical (including whether or not the Debt Instruments are listed). However, the Pricing Supplement for this Debt Instrument may provide that a particular Tranche will not become fungible with Debt Instruments of another Tranche or Tranches forming part of the same Series until the time specified in the Pricing Supplement. As used in these Conditions, “**Tranche**” means all Debt Instruments of the same Series with the same Issue Date and Interest Commencement Date.

For the purposes of these Conditions (other than in relation to the determination of interest and other amounts payable in respect of the Debt Instruments) a reference to the I&P Agent shall, with respect to Debt Instruments held through the Central Moneymarkets Unit Service (“**CMU Service**”), be deemed to be a reference to the CMU Lodging Agent, and all such references shall be construed accordingly.

All references in these Conditions to Debt Instruments, Coupons and Talons must be read and construed as references to the Debt Instruments, Coupons and Talons of a particular Series.

Words and expressions defined in the Agency Agreement or used in the relevant Pricing Supplement shall have the same meanings where used in these Conditions unless the contrary intention appears.

Copies of the Agency Agreement and the Pricing Supplement applicable to this Debt Instrument are obtainable from and, available for inspection during normal business hours at, the specified office of each I&P Agent and the other Paying Agents. The Debt Instrument Holders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the Pricing Supplement which are applicable to them.

1 Form and Denomination

1.1 General

References in these Conditions to “Debt Instruments” are references to the type of Debt Instrument specified in the relevant Pricing Supplement. For the avoidance of doubt, where certain Conditions are expressed to only apply to certain types of Debt Instrument, such Conditions only apply to that type of Debt Instrument as specified in the relevant Pricing Supplement and do not apply to other types of Debt Instrument.

Debt Instruments are issued in bearer form (“**Bearer Debt Instruments**”) and/or in registered form (“**Registered Debt Instruments**”), as specified in the relevant Pricing Supplement. In these Conditions and unless the contrary intention appears, references to “**Debt Instruments**” are to Bearer Debt Instruments and Registered Debt Instruments.

Prior to the issue of any Registered Debt Instruments (as defined below), the Issuer will appoint a Registrar.

1.2 Type of Debt Instruments

Each Debt Instrument may be a Fixed Rate Debt Instrument, a Floating Rate Debt Instrument, a Zero Coupon Debt Instrument, an Indexed Interest Debt Instrument, an Indexed Redemption Amount Debt Instrument (“**Indexed Redemption Amount Debt Instrument**”) or a Partly Paid Debt Instrument or a combination of any of the foregoing, as specified in the relevant Pricing Supplement.

1.3 Form of Bearer Debt Instruments

Unless otherwise specified in the relevant Pricing Supplement, interest-bearing Bearer Debt Instruments in definitive form will be serially numbered and issued with Coupons (and where appropriate, a Talon) attached, other than in the case of Debt Instruments which do not carry an entitlement to periodic payment of interest prior to the redemption date of such Debt Instruments and which are issued at a discount to their face value (“**Zero Coupon Debt Instruments**”) (in which case references to interest (other than in relation to interest due after the redemption date), Coupons and Talons in these Conditions are not applicable). On or after the date on which all the Coupons attached to, or issued in respect of, any Bearer Debt Instrument which was issued with a Talon have matured, a coupon sheet comprising further Coupons (other than Coupons which would be void) and, if applicable, one further Talon, will be issued against presentation of the relevant Talon at the specified office of any Agent in accordance with Condition 7.1.6.

1.4 Form of Registered Debt Instruments

Registered Debt Instruments are constituted by the Deed of Covenant specified in the relevant Pricing Supplement. Copies of the Deed of Covenant are available for inspection at the office of the Registrar. Debt Instrument Holders of such Registered Debt Instruments are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Deed of Covenant.

Unless otherwise specified in the relevant Pricing Supplement, where Debt Instruments are issued in registered form, no certificate or other evidence of title will be issued unless the Issuer determines that certificates should be available or the Issuer is required to do so pursuant to any applicable law or regulation. Each certificate represents a holding of one or more such Debt Instruments by the same Debt Instrument Holder.

1.5 Denomination

Debt Instruments will be in the denomination or denominations specified in the relevant Pricing Supplement or integral multiples thereof (“**Specified Denomination**”). Bearer Debt Instruments of one denomination may not be exchanged for Bearer Debt Instruments of another denomination.

1.6 Currency of Debt Instruments

Subject to compliance with all applicable legal and/or regulatory requirements, Debt Instruments may be denominated in the lawful currency of the Commonwealth of Australia (“**Australian Dollars**” or “**A\$**”), the lawful currency of the United States of America (“**U.S. Dollars**” or “**U.S.\$**”), the lawful currency of Japan (“**Yen**”), the lawful currency of Singapore (“**Singapore Dollars**” or “**SG\$**”), the lawful currency of the United Kingdom (“**Sterling**”), the single currency introduced at the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Communities, as amended by the Treaty on European Union (“**Euro**”), the lawful currency of the People’s Republic of China (“**Renminbi**” or “**RMB**”) or in any other currency or currencies specified in the relevant Pricing Supplement (“**Specified Currency**”).

2 Title

2.1 Title to Bearer Debt Instruments, Coupons and Talons

Title to Bearer Debt Instruments, Coupons and Talons passes by delivery.

2.2 Title to Registered Debt Instruments

Title to Registered Debt Instruments passes by registration in the register (“**Register**”) which the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

2.3 Title - general

In these Conditions, subject as provided below, “**Debt Instrument Holder**” means:

- (a) (in relation to a Debt Instrument, Coupon or Talon) the bearer of any Bearer Debt Instrument, Coupon or Talon (as the case may be); or
- (b) the person in whose name a Registered Debt Instrument is registered, as the case may be.

A Debt Instrument Holder will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss or any express or constructive notice of any claim by any other person of any interest therein other than, in the case of a Registered Debt Instrument, a duly executed transfer of such Debt Instrument) and no person will be liable for so treating the Debt Instrument Holder.

3 Exchanges of Bearer Debt Instruments for Registered Debt Instruments and transfers of Registered Debt Instruments

3.1 Exchange of Bearer Debt Instruments

Subject to Condition 3.6, Bearer Debt Instruments may, if so specified in the relevant Pricing Supplement, be exchanged for the same aggregate nominal amount of Registered Debt Instruments at the request in writing of the relevant Debt Instrument Holders and upon surrender of the Bearer Debt Instrument to be exchanged together with all unmatured Coupons and Talons relating to it (if any) at the specified office of the Registrar or the specified office of the Transfer Agent. Without limiting the previous sentence, the relevant Pricing Supplement may specify that Bearer Debt Instruments may be exchanged for Registered Debt Instruments only with the prior written approval of the Issuer or such other or additional persons as are specified in such Pricing Supplement. Where, however, a Bearer Debt Instrument is surrendered for exchange after the Record Date (as defined in Condition 7.2.2) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Debt Instruments may not be exchanged for Bearer Debt Instruments.

3.2 Transfer of Registered Debt Instruments

A Registered Debt Instrument may be transferred in whole but not in part upon the surrender of the relevant certificate by which such Registered Debt Instrument is represented (if the Debt Instrument is certificated), together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar or the specified office of the Transfer Agent. In the case of a certificated Debt Instrument, a new certificate will be issued to the transferee and in the case of a transfer of a Registered Debt Instrument which forms part only of a holding represented by a certificate, a new certificate in respect of the balance not transferred will be issued to the transferor.

Bearer Debt Instruments will not be exchanged for Registered Debt Instruments nor will Registered Debt Instruments be transferred if the exchangee or transferee is an Australian

resident, or a non-Australian resident that holds the Debt Instruments in carrying on business in Australia at or through a permanent establishment of the exchangee or transferee in Australia and fails to provide a tax file number (“TFN”), Australian Business Number (“ABN”), or evidence that the exchangee or transferee (as the case may be) is not required to provide a TFN or ABN.

The forms of exchange and transfer will require the exchangee or transferee (as the case may be) to certify whether or not such person is an Australian resident, or a non-Australian resident that holds the Debt Instruments in carrying on business in Australia at or through a permanent establishment of the exchangee or transferee in Australia and, if so, the transferee may provide a TFN or ABN or evidence that such person is not required to provide a TFN or ABN.

3.3 Partial redemption or exercise of options in respect of Registered Debt Instruments

In the case of a partial redemption of a holding of Registered Debt Instruments represented by a single certificate or a partial exercise of the Issuer’s or Debt Instrument Holders’ option to redeem in respect of a holding of Registered Debt Instruments represented by a single certificate, a new certificate will be issued to the Debt Instrument Holder in respect of the balance of the holding not redeemed or in respect of which the relevant option has not been exercised. In the case of a partial exercise of an option resulting in Registered Debt Instruments of the same holding having different terms, separate certificates shall be issued in respect of those Debt Instruments of that holding that have the same terms. New certificates shall only be issued against surrender of the existing certificates to the Registrar or the Transfer Agent.

3.4 Delivery of new certificates representing Registered Debt Instruments

In the case of certificated Registered Debt Instruments, each new certificate to be issued upon exchange of Bearer Debt Instruments or transfer of Registered Debt Instruments will, within three Business Days (in the place of the specified office of the Registrar and the specified office of the Transfer Agent) of receipt of such request for exchange or form of transfer, be available for delivery at the specified office of the Registrar and the specified office of the Transfer Agent, or be mailed at the risk of the Debt Instrument Holder entitled to the Registered Debt Instrument, to such address as may be specified in such request or form of transfer.

3.5 Exchange free of charge

Registration of Debt Instruments on exchange of Bearer Debt Instruments for Registered Debt Instruments or transfer of Registered Debt Instruments will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent (other than any insurance charges or any expenses of delivery (if applicable) by other than regular mail), but upon payment of (or the giving of such indemnity as the Registrar or the Transfer Agent may require in respect of) any tax or other governmental charges which may be imposed in relation to it.

3.6 Closed periods

No Debt Instrument Holder may require the transfer of a Registered Debt Instrument to be registered or a Bearer Debt Instrument to be exchanged for a Registered Debt Instrument:

- (a) during the period of 15 days ending on the due date for any payment of principal or redemption amount on that Debt Instrument;
- (b) during the period of 15 days before any drawing of Debt Instruments for redemption under Condition 6.2; or

- (c) after any such Debt Instrument has been drawn for redemption in whole or in part.

4 Status

4.1 Status

The Debt Instruments and Coupons are direct and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves. Debt Instruments of a Series may be either:

- (a) subordinated (“**Subordinated Debt Instruments**”); or
- (b) unsubordinated (“**Unsubordinated Debt Instruments**”).

MGL is not an ADI for the purposes of the Banking Act, and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of MGL.

4.2 Status of Subordinated Debt Instruments

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL’s ‘eligible capital’ for the purposes of MGL’s authority as a non-operating holding company under the Banking Act, the terms of this Condition 4.2 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 4.2 will be set out in the relevant Pricing Supplement.

- (a) Subordinated Debt Instruments and Coupons rank *pari passu* with all other unsecured Subordinated Indebtedness (as defined in paragraph (c) below) of the Issuer, except liabilities mandatorily preferred by law.
- (b) The rights and claims of the Debt Instrument Holders are, in a Winding-Up (as defined in paragraph (c) below) of the Issuer, subordinated to the claims of Senior Creditors (as defined in paragraph (c) below) of the Issuer and prior to the commencement of a Winding-Up of the Issuer:
 - (i) the obligations of the Issuer to make payments of the principal, redemption amount, interest or other amounts in respect of the Subordinated Debt Instruments and all other amounts owing in relation to the Subordinated Debt Instruments shall be conditional upon the Issuer being solvent at the time the payments and other amounts owing fall due; and
 - (ii) no payment of principal, redemption amount, interest or any other amount shall be made in respect of the Subordinated Debt Instruments, except to the extent that the Issuer may make such payment and still be solvent immediately thereafter.

For the purposes of this paragraph, the Issuer shall be considered solvent if:

- (A) it is able to pay its debts as they fall due; and
- (B) its Assets (as defined in paragraph (c) below) exceed its Liabilities (as defined in paragraph (c) below).

A certificate as to whether the Issuer is solvent signed by two authorised signatories of the Issuer or, if the Issuer is being wound up, its liquidator, shall be prima facie evidence of the information contained in that certificate. In the absence of such a certificate, a Debt Instrument Holder shall be entitled to assume (unless the contrary is proved) that the Issuer is and will after any payment aforesaid be solvent.

For the avoidance of any doubt, any amount not paid as a consequence of this Condition 4.2(b) accumulates without compounding and remains a debt owing to the Debt Instrument Holder by the Issuer until it is paid and shall be payable on the first date on which sub-paragraphs (i) and (ii) of this Condition 4.2(b) would not apply (whether or not such date is otherwise a payment date).

The obligation of the Issuer prior to the commencement of a Winding-Up of the Issuer to make payments when due in respect of the Subordinated Debt Instruments is conditional upon the Issuer being solvent immediately before and after payment by the Issuer.

- (c) For the purposes of this Condition 4.2, the following terms shall have the following meanings:

“Assets” means the total consolidated gross assets of the Issuer as shown by the latest published audited accounts of the Issuer but adjusted for events subsequent to the date of such accounts in such manner and to such extent as the directors, the auditor to the Issuer or, as the case may be, the liquidator of the Issuer may determine to be appropriate;

“Liabilities” means the total consolidated gross liabilities of the Issuer as shown by its latest published audited accounts but adjusted for events subsequent to the date of such accounts in such manner and to such extent as the directors, the auditor to the Issuer or, as the case may be, the liquidator of the Issuer may determine to be appropriate;

“Senior Creditors” means all the creditors (present and future) including depositors of the Issuer:

- (i) whose claims are admitted in the Winding-Up of the Issuer; and
- (ii) who are not the holders of indebtedness, the right to repayment of which by its terms is, or is expressed to be, subordinated in a Winding-Up of the Issuer to the claims by all unsubordinated creditors of the Issuer.

“Subordinated Indebtedness” means any indebtedness (present and future) of the Issuer which by its terms is, or is expressed to be, subordinated in a Winding-Up of the Issuer to the claims of its Senior Creditors; and

“Winding-Up” means any procedure whereby the Issuer may be wound-up, dissolved, liquidated or cease to exist as a body corporate whether brought or instigated by a Debt Instrument Holder or any other person, but excludes any Winding-Up which results in there being a successor to the Issuer and the obligations under the Subordinated Debt Instruments are assumed by that successor.

- (d) On the Winding-Up of the Issuer the rights of the Debt Instrument Holders against the Issuer to recover any sums payable in respect of such Subordinated Debt Instruments:

- (i) shall be subordinate and junior in right of payment to the obligations of the Issuer to Senior Creditors, to the extent that all such obligations to Senior Creditors shall be entitled to be paid in full before any payment shall be paid on account of any sums payable in respect of such Subordinated Debt Instruments; and
 - (ii) shall rank *pari passu* and rateably (as to its due proportion only) with other subordinated creditors of the Issuer in respect of Subordinated Indebtedness.
- (e) On a Winding-Up of the Issuer, Debt Instrument Holders shall only be entitled to prove for any sums payable in respect of the Subordinated Debt Instruments as a debt which is subject to and contingent upon prior payment in full of, the Senior Creditors. The Debt Instrument Holders waive to the fullest extent permitted by law any right to prove in any such Winding-Up as a creditor ranking for payment in any other manner.
- (f) No Debt Instrument Holder shall be entitled to set-off against any amounts due in respect of the Subordinated Debt Instruments held by such Debt Instrument Holder any amount held by the Debt Instrument Holder to the credit of the Issuer whether in any account, in cash or otherwise, nor any deposits with, advances to or debts of the Issuer, nor any other amount owing by the Debt Instrument Holder to the Issuer on any account whatsoever, nor shall any Debt Instrument Holder be entitled to effect any reduction of the amount due to such Debt Instrument Holder in respect of a Subordinated Debt Instrument by merger of accounts or lien or the exercise of any other rights the effect of which is or may be to reduce the amount due in respect of that Subordinated Debt Instrument in breach of these Conditions.
- (g) The Issuer does not have any right to set-off against any amounts owing to it by a Debt Instrument Holder on any account against any amount owing by the Issuer to that Debt Instrument Holder in respect of any Debt Instrument.
- (h) Any payment whether voluntary or in any other circumstances received by a Debt Instrument Holder from or on account of the Issuer (including by way of credit, set-off or otherwise howsoever) or from any liquidator, receiver, manager or statutory manager of the Issuer in breach of this Condition or Condition 9.3, will be held by the relevant Debt Instrument Holder in trust for and to the order of the Senior Creditors. The trust hereby created shall be for a term expiring on the earlier of the date on which all Senior Creditors have been paid in full or eighty years from the date of the issue of the Subordinated Debt Instruments.

4.3 Status of Unsubordinated Debt Instruments

MGL is not an ADI for the purposes of the Banking Act, and its obligations do not represent deposits or other liabilities of its subsidiary, Macquarie Bank Limited. Macquarie Bank Limited does not guarantee or otherwise provide assurance in respect of the obligations of MGL.

Unsubordinated Debt Instruments rank at least equally with the claims of its unsecured and unsubordinated creditors, except creditors mandatorily preferred by law.

5 Interest

5.1 General

Debt Instruments may be either interest-bearing or non interest-bearing, as specified in the relevant Pricing Supplement. Interest-bearing Debt Instruments may bear interest at either a fixed rate or a floating rate. In relation to any Tranche of Debt Instruments, the relevant Pricing Supplement may specify actual amounts of interest payable (“**Interest Amounts**”) rather than, or in addition to, a rate or rates at which interest accrues.

The Pricing Supplement in relation to each Tranche of interest-bearing Debt Instruments will specify which of Conditions 5.2, 5.3 and 5.4 will be applicable to the Debt Instruments. Condition 5.5 will be applicable to each Tranche of interest-bearing Debt Instruments save to the extent of any inconsistency with the relevant Pricing Supplement.

5.2 Interest - fixed rate

Each Debt Instrument in relation to which this Condition 5.2 is specified in the relevant Pricing Supplement as being applicable (“**Fixed Rate Debt Instruments**”) will bear interest on its nominal amount (or, if it is a Partly Paid Debt Instrument, the amount paid up) at the fixed rate or rates per annum specified in the relevant Pricing Supplement from the Issue Date or such other date as is specified in the relevant Pricing Supplement as being the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date (as defined in Condition 5.5(a)) as adjusted, if applicable, in accordance with the Business Day Convention specified in the relevant Pricing Supplement.

Interest which is required to be calculated for a period of other than a full year will be calculated on the basis of a year of 360 days and 12 months of 30 days each or on such other basis as may be specified as the Day Count Fraction in the relevant Pricing Supplement.

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount.

If the Maturity Date is not an Interest Payment Date, interest from (and including) the preceding Interest Payment Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount.

“**Interest Payment Date**”, “**Initial Broken Amount**” and “**Final Broken Amount**” have the meaning given to them in the Pricing Supplement.

5.3 Interest - floating rate and indexed rate

(a) *Accrual of interest*

Debt Instruments in relation to which this Condition 5.3 is specified in the relevant Pricing Supplement as being applicable (“**Floating Rate Debt Instruments**” or “**Indexed Interest Debt Instruments**” as the case may be,) will bear interest in respect of each Interest Period (as defined in Condition 5.5(a)) at the rate or rates per annum specified in the relevant Pricing Supplement determined in accordance with this Condition 5.3.

Each Floating Rate Debt Instrument and Indexed Interest Debt Instrument will bear interest on its nominal amount (or, if it is a Partly Paid Debt Instrument, the amount

paid up) at the Interest Rate (as defined below) from the Issue Date of the Debt Instruments or such other date as is specified in the relevant Pricing Supplement as being the Interest Commencement Date. Interest will be payable in arrear on each Interest Payment Date. If any Interest Payment Date in respect of a Floating Rate Debt Instrument would otherwise fall on a day which is not a Business Day (as defined in Condition 5.7), such Interest Payment Date shall be determined in accordance with the Business Day Convention specified in the relevant Pricing Supplement.

(b) *Interest Rate*

The rate of interest payable in respect of Floating Rate Debt Instruments (“**Interest Rate**”) shall be determined by the Calculation Agent (as defined in Condition 5.7) on the basis of (i), (ii), (iii) or (iv), as specified in the relevant Pricing Supplement.

(i) *ISDA Determination for Floating Rate Debt Instruments*

Where ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will be the relevant ISDA Rate plus or minus (as specified in the relevant Pricing Supplement) the Margin (if any) specified in the relevant Pricing Supplement.

For the purposes of this sub-paragraph (i):

“**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent for the Debt Instruments under an interest rate Swap Transaction if the Calculation Agent for the Debt Instruments were acting as Calculation Agent for that 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 relevant Pricing Supplement;
- (B) the Designated Maturity is a period specified in the relevant Pricing Supplement; and
- (C) the relevant Reset Date is the day specified in the relevant Pricing Supplement; and
- (D) the Period End Dates are each Interest Payment Date, the Spread is the Margin and the Floating Rate Day Count Fraction is the Day Count Fraction.

For these purposes, “**Swap Transaction**”, “**Floating Rate**”, “**Calculation Agent**” (except references to “**Calculation Agent for the Debt Instruments**”), “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**”, “**Period End Date**”, “**Spread**” and “**Floating Rate Day Count Fraction**” have the meanings given to those terms in the 2006 ISDA Definitions as amended and updated in the case of each Series as at the Issue Date of the first Tranche of the relevant Debt Instruments, published by the International Swaps and Derivatives Association, Inc. (“**ISDA Definitions**”).

- (ii) *Screen Rate Determination for Floating Rate Debt Instruments not referencing SONIA or SOFR*

Where the Screen Rate Determination is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined and unless the Reference Rate in respect of the relevant Series of Floating Rate Debt Instruments is specified in the relevant Pricing Supplement as being “Compounded Daily SONIA”, “SONIA Index Determination”, “Average SONIA”, “SOFR Arithmetic Mean”, “SOFR Delay Compound”, “SOFR Index Compound”, “SOFR Lockout Compound”, “SOFR Lookback Compound” or “SOFR Shift Compound”, the Interest Rate for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation; or
- (B) the arithmetic mean (rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date in question plus or minus (as specified in the relevant Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purposes of determining the arithmetic mean (rounded as provided above) of such offered quotations.

- (a) If (A) applies and no offered quotation appears on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date or if (B) applies and fewer than two offered quotations appear on the Relevant Screen Page at the Relevant Time in the Relevant Financial Centre on the Interest Determination Date, subject as provided below, the Interest Rate shall be the arithmetic mean of the Reference Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant Time on the Interest Determination Date, as determined by the Calculation Agent.
- (b) If paragraph (a) above applies and the Calculation Agent determines that fewer than two Reference Banks are making offered quotations for the Reference Rate in respect of the Specified Currency, subject as provided below, the Interest Rate shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Reference Rate) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is Euro or Renminbi, in such financial centre(s) as is/are specified in the relevant Pricing Supplement, in each case as selected by the

Calculation Agent (“**Principal Financial Centre**”) are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the first day of the Interest Period to which the relevant Interest Determination Date relates for a period equivalent to the relevant Interest Period (x) two leading banks carrying on business in Europe, or (if the relevant currency is not Euro and the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe) (y) two leading banks carrying on business in the Principal Financial Centre.

For the purposes of this sub-paragraph (ii), “**Reference Rate**”, “**Relevant Screen Page**”, “**Relevant Time**” and “**Interest Determination Date**” have the meanings given to them in the relevant Pricing Supplement.

(iii) *Screen Rate Determination for Floating Rate Debt Instruments referencing SONIA*

- (A) Where “Screen Rate Determination” is specified in the relevant Pricing Supplement as the manner in which the Interest Rate is to be determined and the Reference Rate is specified in the relevant Pricing Supplement as being “Compounded Daily SONIA”, the Interest Rate for a SONIA Interest Accrual Period (as defined below) will, subject as provided below, be the Compounded Daily SONIA Formula Rate with respect to such SONIA Interest Accrual Period plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

In these Conditions:

“**Compounded Daily SONIA Formula Rate**” means, with respect to a SONIA Interest Accrual Period, the rate of return of a daily compound interest investment in Sterling (with the Sterling Overnight Index Average as the reference rate for the calculation of interest) as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards):

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

where:

“**d**” is the number of calendar days in:

- (a) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the relevant SONIA Interest Accrual Period; or
- (b) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“**d_o**” is the number of London Banking Days in:

- (a) where "Lag" is specified as the Observation Method in the relevant Pricing Supplement, the relevant SONIA Interest Accrual Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

“**i**” is a series of whole numbers from one to d_o , each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:

- (a) where "Lag" is specified as the Observation Method in the relevant Pricing Supplement, the relevant SONIA Interest Accrual Period; or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Pricing Supplement, the relevant Observation Period;

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

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

“**Observation Period**” means, in respect of a SONIA Interest Accrual Period, the period from (and including) the date falling “**p**” London Banking Days prior to the first day of the relevant SONIA Interest Accrual Period to (but excluding) the date falling “**p**” London Banking Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SONIA Interest Accrual Period) the date on which the relevant payment of interest falls due;

“**p**” means:

- (a) where "Lag" is specified as the Observation Method in the relevant Pricing Supplement, the number of London Banking Days included in the "Lag Lookback Period (p)" in the relevant Pricing Supplement (or, if no such number is so specified, five London Banking Days); or
- (b) where "Observation Shift" is specified as the Observation Method in the relevant Pricing Supplement, the number of London Banking Days included in the "Observation Shift Period" in the relevant Pricing Supplement (or, if no such number is so specified, five London Banking Days);

“**SONIA reference rate**” means, in respect of any London Banking Day, is a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) rate for such London Banking Day as provided

by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Banking Day immediately following such London Banking Day; and

“**SONIA_i**” means, in respect of any London Banking Day “i”:

- (a) where “Lag” is specified as the Observation Method in the relevant Pricing Supplement, the SONIA reference rate in respect of the London Banking Day falling “p” London Banking Days prior to the relevant London Banking Day “i”; or
 - (b) where “Observation Shift” is specified as the Observation Method in the relevant Pricing Supplement, the SONIA reference rate in respect of the relevant London Banking Day “i”.
- (B) Where “Screen Rate Determination ” is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Pricing Supplement as being “SONIA Index Determination”, the Rate of Interest for a SONIA Interest Accrual Period will, subject as provided below, be the SONIA Compounded Index Rate with respect to such SONIA Interest Accrual Period plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

“**SONIA Compounded Index Rate**” means, with respect to a SONIA Interest Accrual Period, the rate of return of a daily compound interest investment as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest fourth decimal place, with 0.00005 being rounded upwards):

where:

“**d**” is the number of calendar days from (and including) the day in relation to which “SONIA Compounded IndexStart” is determined to (but excluding) the day in relation to which “SONIA Compounded IndexEnd” is determined (being the number of calendar days in the applicable reference period);

“**London Banking Day**” has the meaning set out in Condition 5.3(b)(iii)(A);

“**Relevant Number**” is as specified in the relevant Pricing Supplement;

“**SONIA Compounded Index_{End}**” means the SONIA Compounded Index value relating to the London Banking Day falling the Relevant Number of London Banking Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or

(B) (in the case of any other SONIA Interest Accrual Period) the date on which the relevant payment of interest falls due;

“**SONIA Compounded Index_{Start}**” means the SONIA Compounded Index value relating to the London Banking Day falling the Relevant Number of London Banking Days prior to the first day of the relevant SONIA Interest Accrual Period; and

“**SONIA Compounded Index**” means, with respect to any London Banking Day, the value of the SONIA Compounded Index that is provided by the administrator of the SONIA reference rate to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) in respect of such London Banking Day.

If the relevant SONIA Compounded Index is not published or displayed by the administrator of the SONIA reference rate or other information service at the Relevant Time specified in the relevant Pricing Supplement on the relevant Interest Determination Date, the SONIA Compounded Index Rate for the applicable Interest Period for which the SONIA Compounded Index is not available shall be the "Compounded Daily SONIA Formula Rate" determined in accordance with the foregoing as if the Reference Rate specified in the relevant Pricing Supplement were "Compounded Daily SONIA Formula" (and not "SONIA Index Determination"), and for these purposes: (i) the "Observation Method" shall be deemed to be "Observation Shift", and (ii) the "Observation Shift Period" shall be deemed to be equal to the Relevant Number of London Banking Days, as if those alternative elections had been made in the relevant Pricing Supplement.

- (C) Where "Screen Rate Determination " is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Pricing Supplement as being "Average SONIA", the Rate of Interest for a SONIA Interest Accrual Period will, subject as provided below, be the Average SONIA Rate with respect to such SONIA Interest Accrual Period plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

“**Average SONIA Rate**” means, with respect to a SONIA Interest Accrual Period, the arithmetic mean of the SONIA reference rate in effect during such SONIA Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards):

$$\frac{\sum_{i=1}^{d_0} SONIA_i \times n_i}{d}$$

where “**d₀**”, “**i**”, “**SONIA reference rate**”, “**SONIA_i**”, “**n_i**” and “**d**” have the meanings set out in Condition 5.3(b)(iii)(A).

- (D) For the purposes of Conditions 5.3(b)(iii)(A) and 5.3(b)(iii)(C) above, if, in respect of any London Banking Day in the relevant Observation Period or the relevant SONIA Interest Accrual Period, as applicable, the Calculation Agent determines that the applicable SONIA reference rate has not been made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the Calculation Agent shall determine the SONIA reference rate in respect of such London Banking Day as being:
- (1) (a) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at 5.00 p.m. (or, if earlier, close of business) on such London Banking Day; plus (b) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days in respect of which the SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and the lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate; or
 - (2) if the Bank Rate under (1)(a) above is not available at the relevant time, either (a) the SONIA reference rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London Banking Day in respect of which the SONIA reference rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (b) if this is more recent, the latest rate determined under (1)(a) above,
- and in each case "**SONIA reference rate**" shall be interpreted accordingly.
- (E) In the event that the Interest Rate cannot be determined in accordance with the foregoing provisions, the Interest Rate shall be:
- (1) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Interest Rate and/or Minimum Interest Rate is to be applied to the relevant SONIA Interest Accrual Period from that which applied to the last preceding SONIA Interest Accrual Period, the Margin, Maximum Interest Rate and/or Minimum Interest Rate (as the case may be) relating to the relevant SONIA Interest Accrual Period, in place of the Margin, Maximum Interest Rate and/or Minimum Interest Rate (as applicable) relating to that last preceding SONIA Interest Accrual Period); or
 - (2) if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to such Series of Debt Instruments for the first scheduled Interest Period had the Debt Instruments been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (and applying the Margin and, if applicable, any Maximum

Interest Rate and/or Minimum Interest Rate, applicable to the first scheduled Interest Period).

- (F) As used herein, an “**SONIA Interest Accrual Period**” means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the relevant Series of Debt Instruments becomes due and payable in accordance with Condition 9, shall be the date on which such Deb Instruments become due and payable).
 - (G) If the relevant Series of Debt Instruments becomes due and payable in accordance with Condition 9, the final Interest Rate shall be calculated for the SONIA Interest Accrual Period to (but excluding) the date on which the Debt Instruments become so due and payable, and such Interest Rate shall continue to apply to the Debt Instruments for so long as interest continues to accrue thereon as provided in Condition 5.3(a) and the Agency Agreement.
- (iv) *Screen Rate Determination for Floating Rate Debt Instruments referencing SOFR*
- (A) Where "Screen Rate Determination" is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Pricing Supplement as being "SOFR Arithmetic Mean", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR Arithmetic Mean with respect to such SOFR Interest Accrual Period plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).
- “**SOFR Arithmetic Mean**” means, with respect to a SOFR Interest Accrual Period, the arithmetic mean of the SOFR rates for each day during such SOFR Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date, where the SOFR rate on the SOFR Rate Cut-Off Date shall be used for the days in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due.
- (B) Where "Screen Rate Determination" is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Pricing Supplement as being "SOFR Delay Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-DELAY-COMPOUND plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).
- “**SOFR-DELAY-COMPOUND**” means, with respect to a SOFR Interest Accrual Period, the rate of return of a daily compounded

interest investment calculated by the Calculation Agent on each SOFR Interest Payment Determination Date, as follows:

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

where:

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

“**d₀**”, for any SOFR Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant SOFR Interest Accrual Period;

“**i**” means a series of whole numbers from one to d₀, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant SOFR Interest Accrual Period;

“**SOFR Interest Accrual Period End Dates**” means the dates specified in the relevant Pricing Supplement, ending on the Maturity Date or, if the Debt Instruments are elected to be redeemed on any earlier redemption date, the redemption date;

“**SOFR Interest Payment Determination Date**” means the SOFR Interest Accrual Period End Date at the end of each SOFR Interest Accrual Period; provided that the SOFR Interest Payment Determination Date with respect to the final SOFR Interest Accrual Period will be the SOFR Rate Cut-Off Date;

“**n_i**”, for any U.S. Government Securities Business Day “**i**” in the relevant SOFR Interest Accrual Period, is the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”); and

“**SOFR_i**” means, for any U.S. Government Securities Business Day “**i**” in the relevant SOFR Interest Accrual Period, SOFR in respect of that day “**i**”; provided that, for purposes of calculating compounded SOFR with respect to the final SOFR Interest Accrual Period, the level of SOFR for each U.S. Government Securities Business Day in the period from and including the SOFR Rate Cut-Off Date to, but excluding, the maturity date or any earlier redemption date, as applicable, shall be the level of SOFR in respect of such SOFR Rate Cut-Off Date.

- (C) Where "Screen Rate Determination" is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Pricing Supplement as being "SOFR Index Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be

the SOFR-INDEX-COMPOUND plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

“**SOFR-INDEX-COMPOUND**” means, with respect to a SOFR Interest Accrual Period, the rate calculated by the Calculation Agent on each SOFR Index Determination Date, as follows:

$$\left(\frac{\text{SOFR Index}_{\text{End}}}{\text{SOFR Index}_{\text{Start}}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

where:

“**d_c**” means the number of calendar days from and including the SOFR Index_{Start} date to but excluding the SOFR Index_{End} date;

“**p**” means in relation to any SOFR Interest Accrual Period, the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement;

“**SOFR Index_{End}**” means the SOFR Index value on the day which is “**p**” U.S. Government Securities Business days preceding (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due (each, a “**SOFR Index Determination Date**”); and

“**SOFR Index_{Start}**” means the SOFR Index value on the day which is “**p**” U.S. Government Securities Business days preceding the first date of the relevant SOFR Interest Accrual Period.

- (D) Where "Screen Rate Determination" is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Pricing Supplement as being "SOFR Lockout Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-LOCKOUT-COMPOUND plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

“**SOFR-LOCKOUT-COMPOUND**” means, with respect to a SOFR Interest Accrual Period, the rate of return of a daily compounded interest investment calculated by the Calculation Agent on each SOFR Rate Cut-Off Date, as follows:

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

where:

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

“**d₀**”, for any SOFR Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant SOFR Interest Accrual Period;

“**i**” means a series of whole numbers from one to d_0 , each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant SOFR Interest Accrual Period;

“**n_i**” for any U.S. Government Securities Business Day “**i**” in the relevant interest period means the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”);

“**SOFR_i**” means, for any U.S. Government Securities Business Day “**i**” that is a SOFR Interest Reset Date, SOFR in respect of such SOFR Interest Reset Date; provided, however, that the SOFR with respect to each SOFR Interest Reset Date in the period from and including, the SOFR Rate Cut-Off Date to, but excluding, the corresponding interest payment date of an interest period, will be the SOFR with respect to the SOFR Rate Cut-Off Date for such interest period; and

“**SOFR Interest Reset Date**” means each U.S. Government Securities Business Day in the relevant SOFR Interest Accrual Period.

- (E) Where "Screen Rate Determination" is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Pricing Supplement as being "SOFR Lookback Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-LOOKBACK-COMPOUND plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

“**SOFR-LOOKBACK-COMPOUND**” means, with respect to a SOFR Interest Accrual Period, the rate of return of a daily compounded interest investment calculated by the Calculation Agent on each SOFR Interest Determination Date, as follows:

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

where:

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

“**d₀**”, for any interest period, means the number of U.S. Government Securities Business Days in the relevant SOFR Interest Accrual Period;

“**i**” means a series of whole numbers from one to d_0 , each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant SOFR Interest Accrual Period;

“SOFR Interest Determination Date” means, the date “p” U.S. Government Securities Business Days before (A) (in the case of each Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due;

“n_i” for any U.S. Government Securities Business Day “i” in the relevant SOFR Interest Accrual Period means the number of calendar days from, and including, such U.S. Government Securities Business Day “i” to, but excluding, the following U.S. Government Securities Business Day (“i+1”);

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

“SOFR_{i-pUSGSBD}” means, for any U.S. Government Securities Business Day “i” in the relevant SOFR Interest Accrual Period, the SOFR in respect of the U.S. Government Securities Business Day falling “p” U.S. Government Securities Business Days prior to that day “i”.

- (F) Where "Screen Rate Determination" is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, and the Reference Rate is specified in the relevant Pricing Supplement as being "SOFR Shift Compound", the Rate of Interest for a SOFR Interest Accrual Period will, subject as provided below, be the SOFR-SHIFT-COMPOUND plus or minus (as indicated in the relevant Pricing Supplement) the Margin (if any).

“SOFR-SHIFT-COMPOUND” means, with respect to a SOFR Interest Accrual Period, the rate of return of a daily compounded interest investment calculated by the Calculation Agent on each SOFR Interest Determination Date, as follows:

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

where:

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

“d₀”, for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period;

“i” means a series of whole numbers from one to d₀, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period;

“SOFR Interest Determination Date” means, the date “p” U.S. Government Securities Business Days before (A) (in the case of each Interest Period) the Interest Payment Date for such Interest Period or

(B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due;

“**n_i**” for any U.S. Government Securities Business Day “**i**” in the relevant Observation Period means the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” to, but excluding, the following U.S. Government Securities Business Day (“**i+1**”);

“**SOFR_i**” means, for any U.S. Government Securities Business Day “**i**” in the relevant Observation Period, SOFR in respect of that day “**i**”;

“**Observation Period**” means, the period from, and including, the date “**p**” U.S. Government Securities Business Days preceding the first date in each SOFR Interest Accrual Period to, but excluding, the date “**p**” U.S. Government Securities Business Days preceding (A) (in the case of each Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant payment of interest falls due; and

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

(G) Notwithstanding any other provisions in these Conditions, if: (i) the Benchmark is SOFR or SOFR Index; and (ii) any Rate of Interest (or any component part thereof) remains to be determined by reference to the Benchmark, then the following provisions of this Condition 5.3(b)(iv)(G) shall apply:

- (1) If the Issuer or designee (which may be an affiliate of the Issuer), after consulting with the Issuer, determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then current Benchmark, the Benchmark Replacement will replace the then current Benchmark for all purposes relating to the Debt Instruments in respect of all determinations on such date and for all determinations on all subsequent dates.
- (2) In connection with the implementation of a Benchmark Replacement, the Issuer or its designee, after consulting with the Issuer, will have the right to make Benchmark Replacement Conforming Changes from time to time.
- (3) If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any determination, decision or election that may be made by the Issuer or its designee, after consulting with the Issuer, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection: (i) will be conclusive and binding absent manifest error; (ii) will be made by the Issuer, in its sole discretion, or by its designee, after consulting with the Issuer, as applicable;

and (iii) notwithstanding anything to the contrary in the documentation relating to the Debt Instruments, shall become effective without consent from the holders of the Debt Instruments or any other party.

For the purposes of this Condition 5.3(b)(iv):

“Benchmark” means, initially, SOFR or SOFR Index, as applicable; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to SOFR or SOFR Index, as applicable, or the then current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Issuer or its designee, after consulting with the Issuer, of the Benchmark Replacement Date:

- (a) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then current Benchmark and (ii) the Benchmark Replacement Adjustment;
- (b) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment; or
- (c) the sum of: (i) the alternate rate of interest that has been selected by the Issuer or its designee, after consulting with the Issuer, as the replacement for the then current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then current Benchmark for U.S. dollar-denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment.

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

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

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational

changes (including changes to the interest period, timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters (including changes to the fallback provisions)) that we or our designee, after consulting with us, decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if we or our designee, after consulting with us, decides that adoption of any portion of such market practice is not administratively feasible or if we or our designee, after consulting with us, determines that no market practice for use of the Benchmark Replacement exists, in such other manner as we or our designee, after consulting with us, determines is reasonably necessary).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then current Benchmark (including the daily published component used in the calculation thereof):

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

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

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

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

permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

- (c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

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

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

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

“Reference Time” with respect to any determination of the Benchmark means (i) if the Benchmark is SOFR, the SOFR Determination Time, (ii) if the Benchmark is SOFR Index, the SOFR Index Determination Date, and (iii) if the Benchmark is neither SOFR nor SOFR Index, the time determined by the Issuer or its designee, after consulting with the Issuer, after giving effect to the Benchmark Replacement Conforming Changes.

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

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

- (a) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day as published by the New York Federal Reserve, as the administrator of such rate (or a successor administrator), on the New York Federal Reserve’s Website (or such successor administrator’s website) on or about 3:00 P.M., New York City time, on the immediately following U.S. Government Securities Business Day (the **“SOFR Determination Time”**); or
- (b) if the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day does not appear as specified in clause (a) above, unless both a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Secured Overnight Financing Rate in respect of the first preceding U.S. Government Securities Business Day for which such rate was

published on the New York Federal Reserve's Website (or such successor administrator's website); or

- (c) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Benchmark Replacement.

"SOFR Index" means, with respect to any U.S. Government Securities Business Day:

- (a) the value as published by the New York Federal Reserve, as the administrator of such index (or a successor administrator), on the New York Federal Reserve's Website (or such successor administrator's website) on or about 5:00 P.M., New York City time, on such U.S. Government Securities Business Day; or
- (b) if such value in respect of such U.S. Government Securities Business Day does not appear as specified in clause (a) above, unless both a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, SOFR-INDEX-COMPOUND shall be the rate determined pursuant to the SOFR Index Unavailable Provision; or
- (c) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Benchmark Replacement.

"SOFR Index Unavailable Provision" means if a SOFR Index_{Start} or SOFR Index_{End} is not published on the associated SOFR Index Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred with respect to SOFR Index, SOFR-INDEX-COMPOUND means, for the applicable interest period for which SOFR Index is not available, the rate of return on a daily compounded interest investment calculated in accordance with the formula for "SOFR Averages", and definitions required for such formula, published on the New York Federal Reserve's Website. For the purposes of this provision, references in the SOFR Averages compounding formula and related definitions to "calculation period" shall be replaced with "Observation Period" and the words "that is, 30-, 90-, or 180- calendar days" shall be removed. If the daily SOFR ("**SOFR_i**") does not so appear for any day, "**i**" in the Observation Period, SOFR_i for such day "**i**" shall be SOFR published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the New York Federal Reserve's Website.

"SOFR Interest Accrual Period" means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the relevant Series of Debt Instruments becomes due and payable in accordance with Condition 9, shall be the date on which such PR Deb Instruments become due and payable).

"SOFR Rate Cut-Off Date" means the date that is the second U.S. Government Securities Business Day prior (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period, or (B) (in the case of any other SOFR Interest Accrual Period) the date on which the relevant

payment of interest falls due, or such other date specified in the relevant Pricing Supplement.

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

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

(c) *Minimum and/or Maximum Interest Rate*

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

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

(d) *Fallback Interest Rate*

(i) Notwithstanding any other provision, if the Issuer (acting in good faith and in a commercially reasonable manner) determines that a Benchmark Disruption Event has *occurred* when any Interest Rate calculated in accordance with Conditions 5.3(b)(i), 5.3(b)(ii) or 5.3(b)(iii) (or the relevant component part thereof) remains to be determined by reference to such Reference Rate affected by the Benchmark Disruption Event, then the following provisions shall apply:

(a) if there is a Successor Rate, then the Calculation Agent shall use such Successor Rate in place of the Reference Rate;

(b) if there is no Successor Rate, but an Alternative Rate has been determined, the Calculation Agent shall use such Alternative Rate in place of the Reference Rate; and

(c) the Calculation Agent may:

(A) in respect of a Successor Rate only, where an Adjustment Spread is formally recommended, or provided as an option for parties to adopt (which, in each case, the Independent Adviser or the Issuer (as the case may be), acting in good faith and in a commercially reasonable manner and by reference to sources as it deems appropriate, has determined is required to be adopted to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Debt Instrument Holders as a result of the replacement of the Reference Rate with the

Successor Rate) by any Relevant Nominating Body and such Adjustment Spread has been notified to the Calculation Agent, apply such Adjustment Spread to the Successor Rate for each subsequent determination of a relevant Interest Rate (or a component part thereof) by reference to such Successor Rate; or

- (B) in respect of a Successor Rate, where no such Adjustment Spread is formally recommended or provided as an option by any Relevant Nominating Body or, in respect of an Alternative Rate, the Independent Adviser or the Issuer (as the case may be), acting in good faith and in a commercially reasonable manner and by reference to such source as it deems appropriate, determines that there is an Adjustment Spread in customary market usage in the international debt capital markets for transactions which reference the Reference Rate, where such Reference Rate has been replaced by the Successor Rate or Alternative Rate (as the case may be), in accordance with the Issuer's written instructions, apply such Adjustment Spread to the Successor Rate or Alternative Rate (as the case may be) for each subsequent determination of a relevant Interest Rate (or a component part thereof) by reference to such Successor Rate or Alternative Rate; and
- (d) the Independent Adviser or the Issuer (as the case may be) may determine (acting in good faith and in a commercially reasonable manner) in its sole discretion, after consulting any source it deems reasonable, the Business Day Convention, the definitions of Business Day, Day Count Fraction, Relevant Screen Page, Relevant Time, Reference Rate and Interest Determination Date and any other relevant methodology for calculating such Successor Rate or Alternative Rate, including any adjustment factor it determines is needed to make such Successor Rate or Alternative Rate comparable to the relevant Reference Rate, in a manner that is consistent with industry-accepted practices for such Successor Rate or Alternative Rate and shall notify the Calculation Agent of such determination.
- (ii) Unless otherwise specified in the relevant Pricing Supplement, if:
 - (a) the Calculation Agent is unable to determine a rate (or, as the case may be, the arithmetic mean of rates); or
 - (b) the Calculation Agent is unable to use a Successor Rate; or
 - (c) the Independent Adviser or the Issuer is unable to (or in the case of the Issuer, elects not to) determine the Alternative Rate,

in each case, in accordance with the above provisions, the Interest Rate applicable to the Debt Instruments during the next succeeding Interest Period will be the Interest Rate applicable to the Debt Instruments during the immediately preceding Interest Period (with adjustment for any change in the Margin, Maximum Interest Rate or Minimum Interest Rate). For the avoidance of doubt, this Condition 5.3(d)(ii) shall apply to the next succeeding Interest

Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in Condition 5.3.

- (iii) The Issuer may make the necessary modifications to these Conditions and/or the Agency Agreement to give effect to this Condition 5.3(d) without any requirement for the consent or approval of the Debt Instrument Holders or Couponholders (if any).

For the avoidance of doubt and notwithstanding any other provision of this Condition 5.3, in determining any adjustment factor or other relevant methodology for the purposes of Condition 5.3(d)(i), the Issuer shall not and shall not be obliged to apply and may discount any adjustment factor or methodology the application of which may constitute it an administrator for the purposes of Regulation (EU) 2016/1011.

For the purposes of this Condition 5.3(d):

“Adjustment Spread” means either a spread, or the formula or methodology for calculating a spread and the spread resulting from such calculation, which spread may in either case be positive, negative or zero and is to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Debt Instrument Holders as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

“Alternative Rate” means an alternative rate for the relevant Interest Period which has been:

- (a) determined at the request of the Issuer by the Independent Adviser (acting in good faith and in a commercially reasonable manner) in its sole discretion; or
- (b) if the Issuer is unable to appoint an Independent Adviser, then, if it elects to do so, determined by the Issuer (acting in good faith and in a commercially reasonable manner) in its sole discretion,

in each case, after consulting such sources the Independent Adviser or the Issuer (as the case may be) deems reasonable, to be:

- (i) the most comparable alternative rate to the relevant Reference Rate; and
- (ii) used in place of the Reference Rate in customary market usage in the international debt capital markets,

and which has been notified to the Calculation Agent by the Issuer.

“Benchmark Disruption Event” means:

- (a) the relevant Reference Rate specified in the Pricing Supplement has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (b) the Issuer determines after consulting with the Independent Adviser (if so appointed) that, a change in the generally accepted market practice in the international debt capital markets to refer to a Reference Rate is endorsed in a

public statement or publication of information by a Relevant Nominating Body despite the continued existence of the applicable Reference Rate.

“Independent Adviser” means an independent financial institution of international repute or other independent financial adviser with appropriate expertise in the international debt capital markets, in each case appointed by the Issuer at its own expense.

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

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

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

(e) *Rounding*

For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Yen, which shall be rounded down to the nearest Yen. For these purposes “unit” means the lowest amount of such currency that is available as legal tender in the country of such currency.

(f) *Determination of the Interest Rate and Calculation of interest amount payable*

The Calculation Agent will, as soon as practicable on or after determining the Interest Rate in relation to each Interest Period, calculate the amount of interest payable for the relevant Interest Period (or other Interest Accrual Period) in respect of the nominal amount of each denomination of such Debt Instruments. The amount of interest payable will be calculated by multiplying the product of the Interest Rate for such Interest Period and the outstanding nominal amount (or, in the case of a Partly Paid Debt Instrument, the amount paid up) by the applicable Day Count Fraction and rounding the resultant figure to the nearest unit of the currency in which the relevant Debt Instruments are denominated or, as the case may be, in which such interest is payable (an amount equal to or above one half of any such unit being rounded upwards).

5.4 Interest - other rates

Debt Instruments in relation to which this Condition 5.4 is specified in the relevant Pricing Supplement as being applicable, will bear interest at the rate or rates calculated on the basis

specified in, and be payable in the amounts and in the manner determined in accordance with, the relevant Pricing Supplement.

5.5 Interest - supplemental provisions

(a) *Interest Payment Dates and Interest Periods*

Interest on each Debt Instrument will be payable in arrear at such intervals and on such dates as are specified in the relevant Pricing Supplement and at the Maturity Date of such Debt Instrument (each an “**Interest Payment Date**”). The period beginning on (and including) the Issue Date of a Debt Instrument (or other date specified in the relevant Pricing Supplement as the Interest Commencement Date) and ending on (but excluding) the first Interest Payment Date, and each period thereafter from (and including) an Interest Payment Date to (but excluding) the next following Interest Payment Date, is referred to in these Conditions as an “**Interest Period**”. Where Debt Instruments are listed on a stock exchange, the I&P Agent must notify the relevant listing authority of each Interest Period.

(b) *Notification of Interest Rate, interest payable and other items*

Except where the Reference Rate is specified in the relevant Pricing Supplement as being “Compounded Daily SONIA”, “SONIA Index Determination”, “Average SONIA”, “SOFR Arithmetic Mean”, “SOFR Delay Compound”, “SOFR Index Compound”, “SOFR Lockout Compound”, “SOFR Lookback Compound” or “SOFR Shift Compound”, the Calculation Agent will cause each Interest Rate, the amount of interest payable, (in respect of Condition 5.3(d)) the fallback interest rate or any relevant adjustments and each other amount, item or date, as the case may be, determined or calculated by it to be notified to the Issuer and, in the case of Bearer Debt Instruments, the I&P Agent or, in the case of Registered Debt Instruments, the Registrar, or where Debt Instruments are listed on a stock exchange, the relevant listing authority and to be notified to Debt Instrument Holders in accordance with Condition 18 as soon as practicable after such determination or calculation but in any event not later than the fourth Banking Day in the Relevant Financial Centre (as defined in Condition 5.7) thereafter. The Calculation Agent will be entitled to amend any such amount, item or date (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period and such amendment will be notified in accordance with the previous sentence.

Where the Reference Rate is specified in the relevant Pricing Supplement as being “Compounded Daily SONIA”, “SONIA Index Determination”, “Average SONIA”, “SOFR Arithmetic Mean”, “SOFR Delay Compound”, “SOFR Index Compound”, “SOFR Lockout Compound”, “SOFR Lookback Compound” or “SOFR Shift Compound”, the Calculation Agent, will cause the Interest Rate and each Interest Amount for each SONIA Interest Accrual Period or SOFR Interest Accrual Period (as applicable) and the relevant Interest Payment Date to be notified to (i) the Issuer, and (ii) to any stock exchange on which the relevant Floating Rate Debt Instruments are for the time being listed and, in each case, to be published in accordance with Condition 18 as soon as possible after their determination but in no event later than the second (a) (where the Reference Rate is specified in the relevant Pricing Supplement as being “Compounded Daily SONIA”, “SONIA Index Determination” or “Average SONIA”) London Banking Day (as defined in Condition 5.3(b)(iii) above); or (b) (where the Reference Rate is specified in the relevant Final Terms as being “SOFR Arithmetic Mean”, “SOFR Delay Compound”, “SOFR Index Compound”, “SOFR Lockout

Compound”, “SOFR Lookback Compound” or “SOFR Shift Compound”) U.S. Government Securities Business Day (as defined in Condition 5.3(b)(iv) above), thereafter. Each Interest Rate, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the relevant SONIA Interest Accrual Period or SOFR Interest Accrual Period (as applicable). Any such amendment or alternative arrangements will promptly be notified by the Calculation Agent to the Issuer and to any stock exchange on which the relevant Floating Rate Debt Instruments are for the time being listed and to the Holders in accordance with Condition 18.

(c) *Determination final*

The determination by the Calculation Agent of all amounts, items and dates falling to be determined by it pursuant to these Conditions (including, without limitation, the Interest Rate for any Interest Period and the amount of interest payable for any Interest Period in respect of any Debt Instrument) shall, in the absence of manifest error, be final and binding on all parties.

(d) *Accrual of interest*

Interest shall accrue on the outstanding nominal amount of each Debt Instrument or, in the case of a Partly Paid Debt Instrument, on the paid up nominal amount of such Debt Instrument or as otherwise specified in the relevant Pricing Supplement. Interest will cease to accrue as from the due date for redemption of a Debt Instrument unless (except in the case of any payment where presentation and/or surrender of the relevant Debt Instrument is not required as a precondition of payment) upon due presentation and/or surrender of the relevant Debt Instrument, the relevant payment is not made in which case interest will continue to accrue thereon (after as well as before any demand or judgment) at the rate then applicable to the outstanding nominal amount of the Debt Instruments or such other default rate (if any) as may be specified in the relevant Pricing Supplement until the date on which, upon (except in the case where presentation and/or surrender of the relevant Debt Instrument is not required as a precondition of payment) due presentation and/or surrender of the relevant Debt Instrument, the relevant payment is made or, if earlier (except in the case where presentation and/or surrender of the relevant Debt Instrument is not required as a precondition of payment), the seventh day after the date on which, the I&P Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice of that circumstance is given to the Debt Instrument Holder in accordance with Condition 18 (except to the extent that there is failure in the subsequent payment thereof to the relevant Debt Instrument Holder).

(e) *Partly Paid Debt Instruments*

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

(f) *Business Day Convention*

If the “**Business Day Convention**” is specified in the relevant Pricing Supplement to be:

- (i) the “**Floating Rate Convention**”, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event:
 - (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day; and
 - (B) each subsequent Interest Payment 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 relevant Pricing Supplement after the preceding applicable Interest Payment Date occurred; or
 - (ii) the “**Following Business Day Convention**”, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
 - (iii) the “**Modified Following Business Day Convention**”, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day;
 - (iv) the “**Preceding Business Day Convention**”, such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
 - (v) “**No Adjustment**”, such Interest Payment Date shall not be adjusted in accordance with any Business Day Convention.
- (g) *Day Count Fraction*

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “**Actual/365**” or “**Actual/Actual**” is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if “**Actual/365 (Fixed)**” is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/360**” is specified in the relevant Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (iv) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant Pricing Supplement, the number of days in the Interest Period divided by 360 calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

- (vi) if “**30E/360 (ISDA)**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30;

(vii) if “**Australian Bond Basis**” is specified in the relevant Pricing Supplement, one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, 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:

- (i) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
- (ii) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)); or

(viii) if “**Actual/Actual-ICMA**” is specified in the relevant Pricing Supplement:

- (i) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Periods normally ending in any year; and
- (ii) if the Calculation Period is longer than one Determination Period, the sum of:
 - (A) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (aa) the number of days in such Determination Period and (ab) the number of Determination Periods normally ending in any year; and
 - (B) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (aa) the number of days in such Determination Period and (ab) the number of Determination Periods normally ending in any year,

where:

“Determination Period” means the period from and including an Interest Determination Date in any year to but excluding the next Interest Determination Date; and

“Calculation Period” means the relevant period for which interest is to be calculated (from and including the first such day to but excluding the last).

5.6 Zero Coupon Debt Instruments

If the amount due and payable in respect of a Zero Coupon Debt Instrument on the redemption date is not paid when due, the Interest Rate for any such overdue principal shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield specified in the relevant Pricing Supplement.

5.7 Definitions

In these Conditions unless the contrary intention appears or as otherwise specified in the relevant Pricing Supplement:

“Additional Business Centre” means any city specified as such in the relevant Pricing Supplement.

“Banking Day” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business.

“Business Day” means:

- (a) in the case of a Specified Currency other than Euro, U.S. Dollars or Renminbi, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument) in the principal financial centre for that currency which, if the currency is Australian Dollars, shall be Sydney; and/or
- (b) in the case of U.S. Dollars, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in New York City (unless otherwise agreed between the Issuer, each relevant Agent and Registrar); and/or
- (c) in the case of Euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument) London and a day on which the Trans-European Automated Real-Time Gross-Settlement Express Transfer TARGET 2 System (**“TARGET 2”**) is operating; and/or
- (d) in the case of Renminbi, a day (other than a Saturday, a Sunday or a public holiday) on which commercial banks are generally open for business and settlement of Renminbi payments in Hong Kong or such other principal financial centre as may be agreed from time to time by the Issuer and the relevant Dealer(s); and/or
- (e) in the case of a Specified Currency and/or one or more Additional Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the Specified Currency in (unless otherwise

agreed between the Issuer and the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument) in the Additional Business Centre(s) or, if no currency is specified, generally in each of the Additional Business Centres so specified; and/or

- (f) if a Debt Instrument is to be issued or paid on such Business Day, a day on which commercial banks and foreign exchange markets settle payments in (unless otherwise agreed between the Issuer and the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument) London and a day on which each relevant Clearing System is operating.

“Calculation Agent” means Citibank, N.A., London Branch and any other person appointed as calculation agent by the Issuer, provided that if there is a Benchmark Disruption Event, the Issuer will appoint another person as calculation agent.

“Clearing System” means Euroclear Bank SA/NV (**“Euroclear”**), Clearstream Banking, S.A. (**“Clearstream, Luxembourg”**), the Central Moneymarkets Unit Service (**“CMU Service”**), Austraclear Limited (ABN 94 002 060 773), as operator of the Austraclear System (**“Austraclear”**) and/or any other clearing system specified in the relevant Pricing Supplement.

“Reference Banks” means the institutions specified as such in the relevant Pricing Supplement or, if none, four major banks selected by the Issuer in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Reference Rate.

“Relevant Financial Centre” means the city specified as such in the relevant Pricing Supplement or, if none, the city most closely connected with the Reference Rate in the determination of the Calculation Agent.

“Representative Amount” means the amount so specified in the relevant Pricing Supplement or, if none, an amount that is representative for a single transaction in the relevant market at the relevant time.

6 Redemption and Purchase

6.1 Redemption

Unless previously redeemed or purchased and cancelled, each Debt Instrument will be redeemed on its Maturity Date as specified in the relevant Pricing Supplement at its maturity redemption amount (**“Maturity Redemption Amount”**) (which shall be its outstanding nominal amount or such other Maturity Redemption Amount as may be specified in or determined in accordance with the relevant Pricing Supplement).

6.2 Redemption at the option of the Issuer

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL’s ‘eligible capital’ for the purposes of MGL’s authority as a non-operating holding company under the Banking Act, the terms of this Condition 6.2 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 6.2 will be set out in the relevant Pricing Supplement.

The Issuer may (if this Condition 6.2 is specified in the relevant Pricing Supplement as being applicable) having given at least the minimum period (if any) (but not more than the maximum

period (if any)) of notice specified in the relevant Pricing Supplement to Debt Instrument Holders in accordance with Condition 18 (which notice must comply with the following paragraph and shall be irrevocable) and subject to satisfaction of any relevant conditions specified in the relevant Pricing Supplement redeem all (but not, unless and to the extent that the relevant Pricing Supplement specify otherwise, some only) of the Debt Instruments on the date specified in the relevant Pricing Supplement (“**Optional Redemption Date**”) at their early redemption amount (call) (“**Early Redemption Amount (Call)**”) (which shall be their outstanding nominal amount or such other Early Redemption Amount (Call) as is specified in, or determined in accordance with, the relevant Pricing Supplement) together (unless otherwise specified in the relevant Pricing Supplement) with accrued interest (if any) thereon.

The notice referred to in the preceding paragraph shall specify:

- (a) the Series of Debt Instruments subject to redemption;
- (b) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate nominal amount of the Debt Instruments of the relevant Series which are to be redeemed;
- (c) the due date for redemption;
- (d) the Early Redemption Amount (Call) at which such Debt Instruments are to be redeemed; and
- (e) whether or not accrued interest is to be paid upon redemption and, if so, the amount thereof or the basis or method of calculation thereof, all as specified in the relevant Pricing Supplement.

In the case of a partial redemption of Debt Instruments, the Debt Instruments to be redeemed will be selected by the I&P Agent or in the case of a Tranche represented wholly by Registered Debt Instruments, the Registrar, and notice of the Debt Instruments called for redemption (together with the serial numbers thereof) will be published in accordance with Condition 18 not less than 15 days prior to the date fixed for redemption.

6.3 Redemption at the option of Debt Instrument Holders

The Issuer will (if this Condition 6.3 is specified in the relevant Pricing Supplement as being applicable), at the option of any Debt Instrument Holder and provided that any conditions to the exercise of such option as are specified in the relevant Pricing Supplement have been satisfied, redeem such Debt Instruments on any day (being, in the case of an interest-bearing Debt Instrument (unless otherwise specified in the relevant Pricing Supplement) one or more Interest Payment Dates) at its early redemption amount (put) (“**Early Redemption Amount (Put)**”) (which shall be its outstanding nominal amount or such other Early Redemption Amount (Put) as is specified in, or determined in accordance with, the relevant Pricing Supplement) together with accrued interest (if any) thereon (unless otherwise specified in the relevant Pricing Supplement).

To exercise such option, the Debt Instrument Holder must complete, sign and deposit at the specified office of, in the case of a Bearer Debt Instrument, the I&P Agent or, in the case of a Registered Debt Instrument, the Registrar or the Transfer Agent, a redemption notice in the form obtainable from the I&P Agent or the Registrar or the Transfer Agent (as applicable) not less than 45 days before the redemption date (or such other period as may be specified in the relevant Pricing Supplement), deposit the relevant Debt Instrument (together, in the case of an interest-bearing Bearer Debt Instrument, with any unmatured Coupons and unexchanged

Talons appertaining thereto and, in the case of a Registered Debt Instrument the relevant Certificate (if certificated)) with, in the case of a Bearer Debt Instrument, the I&P Agent or, in the case of a Registered Debt Instrument, the Registrar or the Transfer Agent.

6.4 Redemption for taxation reasons

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 6.4 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 6.4 will be set out in the relevant Pricing Supplement.

If, in respect of the Debt Instruments of any Series the Issuer, on the occasion of the next payment due in respect of the Debt Instruments, would be required to pay any Additional Amounts referred to in Condition 8, then the Issuer (in the case of Subordinated Debt Instruments, subject to the prior written approval of APRA having been obtained) may at its option give not more than 60 nor less than 30 days' notice to each Agent and to the Debt Instrument Holders in accordance with Condition 18, and upon expiry of such notice shall redeem all but not some only of the Debt Instruments at their early redemption amount (tax) ("**Early Redemption Amount (Tax)**") (which shall be their outstanding nominal amount (or such other Early Redemption Amount (Tax) as is specified in the relevant Pricing Supplement) together (unless otherwise specified in the Pricing Supplement) with accrued interest (if any) accrued to the due date for redemption).

Prior to publication of any such notice of redemption, the Issuer shall deliver to the I&P Agent a certificate signed by an authorised person of the Issuer showing that the conditions precedent to the right of the Issuer so to redeem have occurred and an opinion of legal advisers of recognised standing to the Issuer in its jurisdiction of incorporation to the effect that the Issuer would be required to make any such withholding or deduction.

Such notice shall be given promptly upon the occurrence of any of the above events.

6.5 Redemption of Subordinated Debt Instruments for loss of deductibility reasons

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 6.5 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 6.5 will be set out in the relevant Pricing Supplement.

If, prior to the earliest date on which the Issuer is entitled to redeem some or all of the Subordinated Debt Instruments in accordance with this Condition 6.5, the Issuer determines (supported by an opinion, as to such determination, from tax advisers of recognised standing in Australia) that interest payable on the Subordinated Debt Instruments is not or may not be allowed as a deduction for the purposes of Australian income tax, then the Issuer (subject to the prior written approval of APRA having been obtained) may give not more than 60 nor less than 30 days' notice to the relevant Agent and the Subordinated Debt Instrument Holders in accordance with Condition 18, and upon the next Interest Payment Date following expiry of such notice shall redeem all (but not some only) of the Subordinated Debt Instruments at their outstanding nominal amount (plus accrued interest, if any) ("**Early Redemption Amount (Deductibility)**") or such other Early Redemption Amount as is specified in the relevant Pricing Supplement.

The notice referred to above shall specify the Subordinated Debt Instruments subject to redemption and the due date for redemption.

6.6 Redemption of Subordinated Debt Instruments for regulatory reasons

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, the terms of this Condition 6.6 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 6.6 will be set out in the relevant Pricing Supplement.

If, prior to the earliest date on which the Issuer is entitled to redeem some or all of the Subordinated Debt Instruments in accordance with this Condition 6.6, the Issuer determines (supported by an opinion from legal advisers of recognised standing in Australia) that the Subordinated Debt Instruments have ceased, or will cease, to qualify as eligible capital under the standards and guidelines published by APRA, then the Issuer (subject to the prior written approval of APRA having been obtained) may give not more than 60 nor less than 30 days' notice to the relevant Agent and the Subordinated Debt Instrument Holders in accordance with Condition 18, and upon the next Interest Payment Date following expiry of such notice shall redeem all (but not some only) of the Subordinated Debt Instruments at their outstanding nominal amount (plus accrued interest, if any) ("**Early Redemption Amount (Regulatory)**") or such other Early Redemption Amount (Regulatory) as is specified in the relevant Pricing Supplement.

The notice referred to above shall specify the Subordinated Debt Instruments subject to redemption and the due date for redemption.

6.7 Purchases

MGL may only purchase Subordinated Debt Instruments which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act and issued by it in accordance with this Condition 6.7 with the prior written approval of APRA having been obtained, unless those Subordinated Debt Instruments are immediately on-sold to an unrelated third party (or a related party acting as custodian or funds manager for one or more unrelated parties or as the responsible entity of a managed investment scheme (as defined in the Corporations Act), in which case the approval of APRA is not required.

The Issuer or any of its Related Entities may at any time purchase Debt Instruments, Coupons or Talons (provided that, in the case of interest-bearing Bearer Debt Instruments, all unmatured Coupons and unexchanged Talons appertaining thereto are attached or surrendered therewith) at any price in the open market or otherwise. If the Issuer proposes to purchase Debt Instruments by tender, such tender will be made available equally to all Debt Instrument Holders. Such Debt Instruments may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation. In this Condition 6.7, "**Related Entities**" has the meaning given to that term in the Corporations Act.

6.8 Cancellation

All Debt Instruments redeemed or purchased for cancellation by or on behalf of the Issuer, will forthwith be surrendered for cancellation to any Paying Agent (in the case of Bearer Debt Instruments) or the Registrar or the Transfer Agent (in the case of Registered Debt Instruments which are certificated) and must be surrendered together with, in the case of interest-bearing

Bearer Debt Instruments, all unmatured Coupons and unexchanged Talons and accordingly may not be reissued or resold. All such Debt Instruments will be cancelled forthwith (together with all such Coupons and Talons) and the Issuer's obligations in respect of such Debt Instruments shall be discharged upon such cancellation.

6.9 Zero Coupon Debt Instruments

In the case of Zero Coupon Debt Instruments (unless otherwise specified in the relevant Pricing Supplement), the Early Redemption Amount will be an amount ("**Amortised Face Amount**") equal to the sum of:

- (a) the Reference Price (as defined in the relevant Pricing Supplement); and
- (b) the product of the Accrual Yield (as defined in the relevant Pricing Supplement) (compounded annually unless otherwise specified in the relevant Pricing Supplement) being applied to the Reference Price (as defined in the relevant Pricing Supplement) from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Debt Instrument becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made on the basis of a 360-day year consisting of 12 months of 30 days each or such other calculation basis as may be specified in the relevant Pricing Supplement.

7 Payments

7.1 Payments - Bearer Debt Instruments

7.1.1 *Payment of amounts other than interest*

Payment of amounts (other than interest) due in respect of Bearer Debt Instruments (other than definitive Bearer Debt Instruments held through the CMU Service ("**CMU Debt Instruments**")) will be made against presentation and surrender of the Debt Instrument, at the specified office of any Paying Agent.

7.1.2 *Payment of amounts in respect of interest on Bearer Debt Instruments*

Payment of amounts due in respect of interest on Bearer Debt Instruments (other than CMU Debt Instruments) will be made:

- (a) in the case of a Debt Instrument without Coupons attached thereto at the time of its initial delivery, against presentation of the relevant Debt Instrument at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States; and
- (b) in the case of a Debt Instrument delivered with Coupons attached thereto at the time of its initial delivery, against presentation and surrender of the relevant Coupon or, in the case of interest due otherwise than on a scheduled Interest Payment Date, against presentation of the relevant Bearer Debt Instrument, in either case at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States.

7.1.3 *Payment of amounts in respect of CMU Debt Instruments*

In the case of CMU Debt Instruments, payment will be made to the person for whose account interests in the relevant definitive Bearer Debt Instrument are credited as being held through the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging Agent by the CMU Service in a relevant CMU Instrument Position Report or any relevant notification by the CMU Service, which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the nominal amount of any Debt Instrument credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

7.1.4 *Payment at specified office in the United States*

Except as provided below, payment of amounts due in respect of interest on Bearer Debt Instruments and exchanges of Talons for Coupon sheets in accordance with Condition 7.1.5 will not be made at any specified office of any Paying Agent in the United States. Notwithstanding the foregoing, if any amount of principal and/or interest in respect of this Debt Instrument is payable in U.S. Dollars, such U.S. Dollar payments of principal and/or interest in respect of this Debt Instrument will be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the Debt Instruments in the manner provided above when due;
- (b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and
- (c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

If paragraphs (a) and (b) apply, the Issuer shall forthwith appoint a Paying Agent with a specified office in New York City.

7.1.5 *Unmatured Coupons and unexchanged Talons*

Each Bearer Debt Instrument initially delivered with Coupons attached thereto should be presented and surrendered for final redemption together with all unmaturing Coupons and Talons appertaining thereto (if any), failing which:

- (a) in the case of Bearer Debt Instruments which are Fixed Rate Debt Instruments (and unless otherwise specified in the relevant Pricing Supplement), the amount of any missing unmaturing Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing unmaturing Coupon which the redemption amount paid bears to the total redemption amount due) (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) will be deducted from the amount otherwise payable on such final redemption. The amount so deducted will be paid against surrender of the relevant Coupon at the specified office of the I&P Agent at any

time within five years of the Relevant Date applicable to payment of such final redemption amount. The “**Relevant Date**” is the earlier of:

- (i) the date on which all amounts due in respect of the Debt Instrument have been paid; and
 - (ii) the date on which the full amount of the moneys payable has been received by the I&P Agent, in the case of a Bearer Debt Instrument, or the Registrar, in the case of a Registered Debt Instrument, and notice to that effect has been given to the Debt Instrument Holders in accordance with Condition 18;
- (b) in the case of Bearer Debt Instruments which are Floating Rate Debt Instruments, Indexed Interest Amount Debt Instruments or Indexed Redemption Amount Debt Instruments, (or otherwise where specified in the relevant Pricing Supplement), all unmatured Coupons (excluding, for this purpose, but without prejudice to paragraph (c) below, Talons) relating to such Bearer Debt Instruments (whether or not attached) shall become void and no payment shall be made thereafter in respect of them;
 - (c) in the case of Bearer Debt Instruments initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them; and
 - (d) in the case of Bearer Debt Instruments which bear interest at a floating rate or rates, or where such a Bearer Debt Instrument is presented for redemption without all unmatured Coupons and any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

The provisions of paragraph (a) of this Condition 7.1.5 notwithstanding, if any Bearer Debt Instruments are issued with a Maturity Date and a fixed rate or fixed rates of interest such that on the presentation for payment of any such Bearer Debt Instrument without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (a) to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Bearer Debt Instrument, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (a) in respect of such Coupons as have not so become void, the amount required by paragraph (a) to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Bearer Debt Instrument to become void, the I&P Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

7.1.6 *Exchange of Talons*

In relation to Bearer Debt Instruments initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 7.1.4 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the due date for payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

7.1.7 *United States*

For the purpose of these Conditions, “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

7.2 Payments - Registered Debt Instruments

7.2.1 *Payment of principal in respect of Registered Debt Instruments*

Payment of principal (which for this purpose shall include any final redemption amount) due in respect of Registered Debt Instruments will be made to the Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, the first named) as appearing in the Register as at opening of business (local time in the place of the specified office of the Registrar or the specified office of the Transfer Agent) on the fifteenth (eighth, if the specified office of the Registrar or the specified office of the Transfer Agent is located in Sydney or Melbourne) Relevant Banking Day before the due date for such payment and (if in certificated form) against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Certificate at the specified office of the Registrar or the specified office of the Transfer Agent.

7.2.2 *Payment of interest in respect of Registered Debt Instruments*

Payment of interest due in respect of Registered Debt Instruments will be paid to the Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, the first named) as appearing in the Register as at opening of business (local time in the place of the specified office of the Registrar or the specified office of the Transfer Agent) on the fifteenth (seventh, if the specified office of the Registrar or the specified office of the Transfer Agent is located in Sydney or Melbourne) Relevant Banking Day before the due date for such payment (“**Record Date**”).

“**Relevant Banking Day**” means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar and the specified office of the Transfer Agent is located.

7.2.3 *Payment in respect of Registered Debt Instruments held through the CMU Service*

In the case of Registered Debt Instruments held through the CMU Service, payment will be made to the person for whose account interests in the relevant Registered Debt Instrument are credited as being held through the CMU Service in accordance with the CMU Rules at the relevant time as notified to the CMU Lodging Agent by the CMU Service in a relevant CMU Instrument Position Report or any relevant notification by the CMU Service, which notification, in either case, shall be conclusive evidence of the records of the CMU Service as to the identity of any accountholder and the nominal amount of any Debt Instrument credited to its account (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

7.2.4 *Manner of payments pursuant to Condition 7.2.2*

Notwithstanding the provisions of Condition 7.4, payments in respect of Registered Debt Instruments pursuant to Condition 7.2.2 will be made by cheque and posted to the address (as recorded in the Register) of the Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, the first-named) on the relevant due date for payment unless prior to the relevant Record Date the Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, the

first-named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in the relevant currency.

7.3 Payment due on a non-Payment Business Day

If the due date for payment of the final redemption amount, interest or any other amount due in respect of any Debt Instrument is not a Payment Business Day (as defined in Condition 7.4), then the Debt Instrument Holder will not be entitled to payment of such amount until the next day which is a Payment Business Day and no further payment on account of principal or interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions, in which event interest shall continue to accrue as provided in Condition 5.5(d).

7.4 Payments - general provisions

Subject to Condition 7.2.4, payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of Debt Instruments will be made as follows:

- (a) payments in a Specified Currency other than Euro or Renminbi will be made by transfer to an account in the relevant Specified Currency (which, in the case of a payment in Yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or by a cheque in such Specified Currency drawn on, a bank (which, in the case of a payment in Yen to a non-resident of Japan, shall be an authorised foreign exchange bank) in the principal financial centre of the country of such Specified Currency, provided however that no payment may be made by transfer of funds to an account maintained in the United States or by cheque mailed to an address in the United States;
- (b) payments in Renminbi will be made by transfer to a Renminbi bank account maintained in Hong Kong by or on behalf of a payee with a bank; and
- (c) payments in respect of definitive Debt Instruments in Euro will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee or at the option of the payee, by a Euro cheque.

Payments will, without prejudice to the provisions of Condition 8, be subject in all cases to any applicable fiscal or other laws, regulations and directives and the administrative practices and procedures of fiscal and other authorities in relation to tax, anti-money laundering and other requirements which may apply to payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of Debt Instruments. In particular, if any withholding or deduction is required under the Foreign Account Tax Compliance Act provisions, sections 1471 through to 1474 of the US Internal Revenue Code of 1986, and any regulations or official interpretations issued, agreements entered into or any law implementing an international intergovernmental approach with respect thereto (“**FATCA**”), or is required pursuant to any taxing authority of the United States or any political subdivision thereof, in the case of any Registered Debt Instrument that may give rise to US Source Interest (as defined in Condition 8) the Issuer will not be required to pay any additional amount under Condition 8 on account of such withholding or deduction. No commission or expenses shall be charged to the Debt Instrument Holders or Couponholders (if any) in respect of such payments. For the avoidance of doubt, the provisions of Condition 8 in relation to the payment of Additional Amounts (as defined in Condition 8) only apply in respect of withholdings or deductions of Taxes (as defined in Condition 8) required by law and imposed or levied by or on behalf of Australia or any political subdivision thereof or any authority therein or thereof having power to tax or, in the case of Debt Instruments issued by the Issuer acting through an establishment located outside

Australia, Taxes imposed or levied by or on behalf of the country in which such establishment is located or any political subdivision thereof or any authority therein or thereof having power to tax and the provisions of Condition 8 do not apply to withholding or deductions made for or on account of FATCA.

In these Conditions, unless otherwise specified in the relevant Pricing Supplement, “**Payment Business Day**” means any day which is both:

- (i) a day on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation and (in the case of a payment in Euro) on which banks are open for business and carrying out transactions in Euro in the jurisdiction in which the Euro account specified by the payee is located; and
- (ii) a Business Day (as defined in Condition 5.7).

7.5 Interpretation of Principal and Interest

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

- (a) any Additional Amounts which may be payable with respect to principal under Condition 8;
- (b) the Maturity Redemption Amount of the Debt Instruments;
- (c) the Early Redemption Amount (Call) of the Debt Instruments;
- (d) the Early Redemption Amount (Put) of the Debt Instruments;
- (e) the Early Redemption Amount (Deductibility) of the Debt Instruments;
- (f) the Early Redemption Amount (Regulatory) of the Debt Instruments;
- (g) the Early Redemption Amount (Tax) of the Debt Instruments;
- (h) the Early Redemption Amount (Default) of the Debt Instruments;
- (i) in relation to Zero Coupon Debt Instruments, the Amortised Face Amount; and
- (j) any premium and any other amounts which may be payable by the Issuer under or in respect of the Debt Instruments.

Any reference in these Conditions to interest in respect of the Debt Instruments shall be deemed to include, as applicable, any Additional Amounts which may be payable with respect to interest under Condition 8.

8 Taxation

All payments by the Issuer (in respect of principal, redemption amount or interest) in respect of the Debt Instruments or Coupons will be made free and clear of and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (“**Taxes**”) imposed or levied by or on behalf of Australia or any political subdivision thereof or any authority therein or thereof having power to tax or, in the case of Debt Instruments issued by the Issuer acting through an establishment located outside Australia, Taxes imposed or levied by or on behalf of the country in which such establishment

is located or any political subdivision thereof or any authority therein or thereof having power to tax, or in the case of Registered Debt Instruments that may give rise to US Source Interest (as defined below), Taxes imposed or levied by or on behalf of the United States or any political subdivision thereof or any authority therein or thereof having the power to tax, unless in each case such withholding or deduction of such Taxes is required by law or made for or on account of FATCA. In that event, the Issuer will pay such additional amounts (“**Additional Amounts**”) as may be necessary in order that the net amounts received by the Debt Instrument Holders and Couponholders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in respect of the Debt Instruments or, as the case may be, Coupons in the absence of such withholding or deduction; except that no Additional Amounts are payable in relation to any payment in respect of any Debt Instrument or Coupon:

- (a) to, or to a third party on behalf of, a Debt Instrument Holder who is liable to such Taxes in respect of such Debt Instrument or Coupon by reason of his having some connection with Australia or the country in which such establishment is located other than the mere holding of such Debt Instrument or Coupon or receipt of principal or interest in respect thereof or who could have lawfully avoided (but has not so avoided) such liability by providing or procuring that any third party provides the Debt Instrument Holder’s TFN and/or ABN or evidence that the Debt Instrument Holder is not required to provide a TFN and/or ABN to the Issuer or, in the case of Debt Instruments issued by the Issuer acting through an establishment located outside Australia, satisfies similar requirements or otherwise provides details of the Debt Instrument Holder’s name and address to the Issuer;
- (b) to, or to a third party on behalf of, a Debt Instrument Holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the Debt Instrument is presented for payment;
- (c) where the Debt Instrument or Coupon is presented for payment more than 30 days after the Relevant Date except to the extent that a Debt Instrument Holder would have been entitled to Additional Amounts on presenting the same for payment on the last day of the period of 30 days assuming, whether or not such is in fact the case, that day to have been a Business Day;
- (d) to, or to a third party on behalf of, a Debt Instrument Holder who is liable to the Taxes in respect of the Debt Instrument or Coupon by reason of the Debt Instrument Holder being an associate of the Issuer for the purposes of section 128F(9) of the Income Tax Assessment Act 1936 of Australia (as amended) (“**Australian Tax Act**”);
- (e) in a case where the Issuer receives a notice or direction under section 260-5 of Schedule 1 to the Taxation Administration Act 1953 of Australia, section 255 of the Australian Tax Act or any analogous provisions, any amounts paid or deducted from sums payable to a Debt Instrument Holder by the Issuer in compliance with such notice or direction on account of any Taxes or charges payable by the Issuer;
- (f) where such withholding or deduction is due to Taxes imposed or levied by, or on behalf of, the United States, or any political subdivision thereof or any authority therein or thereof having power to tax under the United States;
- (g) where such withholding or deduction is made for, or on account of, FATCA (as withheld or deducted by the Issuer, an Agent or any other party); or

- (h) in such other circumstances as may be specified in the relevant Pricing Supplement.

“Relevant Date” means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the I&P Agent on or before the due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Debt Instrument Holders in accordance with Condition 18.

“US Source Interest” means interest, as defined under U.S. tax principles (including original issue discount) paid on Registered Debt Instruments which may be treated as interest paid by a U.S. trade or business for U.S. federal income tax purposes.

9 Events of Default

9.1 Events of Default - Unsubordinated Debt Instruments

If any of the events of default specified below occur, then by notice to the Issuer at the specified office of the I&P Agent, effective upon receipt of such notice by the I&P Agent, (1) in the case of the event of default specified in paragraphs (a), (c), (d), (e) or (f) any holder of Unsubordinated Debt Instruments may declare that all the Unsubordinated Debt Instruments held by that Debt Instrument Holder are immediately due and repayable, or (2) in any case, holders of not less than 25% of the outstanding Unsubordinated Debt Instruments of a Series may declare that all the Unsubordinated Debt Instruments of that Series are immediately due and repayable. The events of default in respect of the Unsubordinated Debt Instruments are:

- (a) **(non-payment)** the Issuer fails to pay any principal or any interest in respect of the Unsubordinated Debt Instruments or the relevant Series or any of them within 14 days of the relevant due date; or
- (b) **(other obligations)** the Issuer defaults in performance or observance of or compliance with any of its other obligations set out in the Unsubordinated Debt Instruments which default is incapable of remedy or, if capable of remedy, is not remedied within 31 days after notice requiring such default to be remedied shall have been given to the Issuer by the Debt Instrument Holder; or
- (c) **(winding-up)** an application (other than a frivolous or vexatious application or an application which is discharged or stayed within 31 days) or an order is made for the winding-up of the Issuer or a resolution is passed for the winding-up of the Issuer other than for the purposes of a solvent reconstruction or amalgamation; or
- (d) **(receiver)** a receiver, receiver and manager, administrator, liquidator, official manager, trustee or similar officer is appointed in respect of all or any part of the assets of the Issuer and such appointment is not terminated within 31 days; or
- (e) **(insolvency)** the Issuer is unable to pay its debts when they fall due or is deemed unable to pay its debts under any applicable legislation (other than as the result of a failure to pay a debt or claim which is the subject of a good faith dispute); or
- (f) **(arrangement or composition)** the Issuer makes or enters into (i) a readjustment or rescheduling of its indebtedness with creditors generally or (ii) an assignment for the benefit of, or an arrangement or composition with, its creditors generally, in each case, other than for the purposes of a reconstruction, amalgamation, reorganisation or merger where the Issuer is solvent.

Upon any such notice being given to the Issuer, such Unsubordinated Debt Instrument shall immediately become due and payable at its Early Redemption Amount (Default).

Notwithstanding any other term or provision of these Conditions or any Pricing Supplement, no event of default (other than under Condition 9.1(c)) in respect of any Unsubordinated Debt Instrument shall occur under Condition 9 solely on account of any failure by the Issuer to perform or observe any of its obligations in relation to, or the taking of any process or proceedings in respect of, any share, note or other security or instrument constituting (1) “Tier 1 Capital” or “Tier 2 Capital” (in each case, as defined by the Australian Prudential Regulation Authority from time to time), or (2) “eligible capital” as defined in the schedule to the NOHC Authority.

9.2 Events of Default - Subordinated Debt Instruments

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL’s ‘eligible capital’ for the purposes of MGL’s authority as a non-operating holding company under the Banking Act, the terms of this Condition 9.2 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 9.2 will be set out in the relevant Pricing Supplement.

If either of the events of default specified below occur, then, subject to Condition 9.3(b), by notice to the Issuer at the specified office of the I&P Agent, effective upon receipt of such notice by the I&P Agent, (1) any holder of Subordinated Debt Instruments may declare that all the Subordinated Debt Instruments held by that Debt Instrument Holder are immediately due and repayable, or (2) holders of not less than 25% of the outstanding Subordinated Debt Instruments of a Series may declare that all the Subordinated Debt Instruments of that Series are immediately due and repayable. The events of default in respect of the Subordinated Debt Instruments are:

- (a) the Issuer fails to pay any amount of principal in respect of the Subordinated Debt Instruments of the relevant Series or any of them within 14 days of the relevant due date or fails to pay any amount of interest in respect of the Subordinated Debt Instruments of the relevant Series or any of them within 30 days of the relevant due date. For the avoidance of doubt, if the condition to payment in Condition 4.2(b) is not satisfied, then the Issuer is not obliged to make payment and, accordingly, no amount is due and the event of default in this paragraph (a) cannot occur; or
- (b) an order is made or an effective resolution is passed for the winding-up of the Issuer.

9.3 Subordinated Debt Instruments - Remedies

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL’s ‘eligible capital’ for the purposes of MGL’s authority as a non-operating holding company under the Banking Act, the terms of this Condition 9.3 are subject to the prior written approval of APRA having been obtained before the issue of such Subordinated Debt Instruments. Any amendment to this Condition 9.3 will be set out in the relevant Pricing Supplement.

- (a) In the event of the occurrence of either of the Events of Default set out above in Condition 9.2(a) or (b), then in addition to giving notice under Condition 9.2, the holder of any Subordinated Debt Instruments of the relevant Series may, subject to paragraph (b) below, institute proceedings for a winding-up or liquidation of the Issuer or, subject

to Condition 4.2(e), for proving or claiming in any winding-up or liquidation of the Issuer; and

- (b) no remedy against the Issuer (including, without limitation, any right to sue for a sum of damages which has the same economic effect of an acceleration of the Issuer's payment obligations), other than the institution of proceedings for winding-up or liquidation or, subject to Condition 4.2(e), for proving or claiming in any winding-up or liquidation of the Issuer, shall be available to the holders of any Subordinated Debt Instruments for the recovery of amounts owing in respect of the Subordinated Debt Instruments or in respect of any breach by the Issuer of any obligation, condition or provision binding on the Issuer under the terms of the Subordinated Debt Instruments. In particular, no holders of any Subordinated Debt Instruments shall be entitled to exercise any right of set-off or counterclaim which may be available to the Debt Instrument Holder against amounts owing by the Issuer in respect of such Subordinated Debt Instruments (whether prior to, or following, any bankruptcy, liquidation, winding-up or sequestration of the Issuer).

10 Prescription

Claims against the Issuer for payment in respect of the Debt Instruments or Coupons (which, for this purpose, shall not include Talons) will be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date.

11 Replacement of Debt Instruments, Coupons and Talons

Should any Debt Instrument, Coupon, Talon or Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of any Paying Agent (in the case of Bearer Debt Instruments, Coupons and Talons) or the Registrar (in the case of Registered Debt Instruments in certified form), subject to all applicable laws, upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence, security, indemnity and otherwise as the Issuer or the I&P Agent may require. Mutilated or defaced Debt Instruments, Coupons or Talons must be surrendered before replacements will be issued.

12 Currency Indemnity

The Specified Currency is, unless otherwise specified in the relevant Pricing Supplement, the sole currency of account and payment for all sums payable by the Issuer in respect of the Debt Instruments, including damages. Any amount received or recovered in a currency other than the Specified Currency (whether as a result of, or on the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Debt Instrument Holder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Specified Currency which such Debt Instrument Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Specified Currency expressed to be due to any Debt Instrument Holder in respect of such Debt Instrument the Issuer shall indemnify each such Debt Instrument Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Debt Instrument Holder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Debt Instruments or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered

by the relevant Debt Instrument Holder and no proof or evidence of any actual loss will be required by the Issuer.

13 Further Issues

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, any further issue of Subordinated Debt Instruments of that Series under this Condition 13 is subject to the prior written approval of APRA having been obtained before such further issue.

The Issuer may from time to time without the consent of the Debt Instrument Holders (or any of them) create and issue further Debt Instruments forming a single Series with any existing Debt Instruments either having the same terms and conditions as such Debt Instruments in all respects or in all respects except in connection with the Issue Date, Interest Commencement Date and the amount of the first payment of interest (if any) and so that the same shall be consolidated and form a single Series with the outstanding Debt Instruments.

14 Agents

The Agents and their initial specified offices are as set out in the Base Prospectus. The Issuer reserves the right at any time to terminate the appointment of any Agent or to appoint additional or other Agents, provided that it will maintain:

- (a) an I&P Agent;
- (b) for so long as any Debt Instruments are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, maintain a Paying Agent in London and/or such other place as may be required by such listing authority, stock exchange and/or quotation system;
- (c) for so long as any Registered Debt Instruments are listed, a Transfer Agent; and
- (d) a Registrar maintaining the Register in such city as is specified in the relevant Pricing Supplement.

Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Debt Instrument Holders in accordance with Condition 18.

15 Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the I&P Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Debt Instrument to which it appertains) a further Talon, subject to the provisions of Condition 10. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the Coupon sheet in which that Talon was included on issue matures.

16 Modification and waiver**16.1 Meetings of Debt Instrument Holders**

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform) of the Debt Instrument Holders to consider any matter affecting their interests, including the modification by Extraordinary Resolution of any of these Conditions or any of the provisions of the Agency Agreement. The quorum at any meeting for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate at least 51% in nominal amount of the Debt Instruments for the time being outstanding except that at any meeting the business of which includes the modification of certain of these Conditions the necessary quorum for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate at least 75% in nominal amount of the Debt Instruments for the time being outstanding, or at any adjourned meeting two or more persons present whatever the nominal amount of the Debt Instruments held or represented by them, except that at any adjourned meeting, the business of which includes the modification of certain of these Conditions, the necessary quorum for passing an Extraordinary Resolution will be two or more persons present holding or representing in the aggregate not less than 51% of the nominal amount of the Debt Instruments for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Debt Instrument Holders will be binding on all Debt Instrument Holders, whether or not they are present at the meeting, and on all Couponholders.

16.2 Modification and Waiver

The Issuer may, without the consent of the Debt Instrument Holders or Couponholders, make any modification of any of these Conditions or any of the provisions of the Agency Agreement which is not materially prejudicial to the interests of the Debt Instrument Holders or to any modification which is of a formal, minor or technical nature or to correct a manifest error.

Notwithstanding the foregoing, no consent of the Debt Instrument Holders or Couponholders shall be required in order to make any amendments to the Conditions and/or the Agency Agreement as the Issuer may deem necessary or desirable to give effect to the provisions as provided for in Condition 5.3(d).

The Issuer will not make any modification to the conditions of any Subordinated Debt Instrument which impact upon the eligibility of the Subordinated Debt Instrument for inclusion as part of the regulatory capital of the Issuer for the purposes of any prudential standard, prudential regulation or other requirement of APRA which is applicable to the Issuer without the prior written consent of APRA having been obtained.

16.3 Notification

Any modification, waiver or authorisation shall be binding on the Debt Instrument Holders and the Couponholders and any modification shall be notified by the Issuer to the Debt Instrument Holders as soon as practicable thereafter in accordance with Condition 18.

17 Substitution

In the case of Subordinated Debt Instruments issued by MGL which are to be included as part of MGL's 'eligible capital' for the purposes of MGL's authority as a non-operating holding company under the Banking Act, MGL may only exercise its rights under this Condition 17 with the prior written approval of APRA.

17.1 Substitution

The Issuer may, without the consent of the relevant Debt Instrument Holders, substitute any of the Issuer's wholly-owned Subsidiaries for the Issuer as the principal debtor in respect of all obligations arising from or in connection with the relevant Debt Instruments ("**Relevant Debt Instruments**") ("**Substituted Issuer**"). The Issuer may only do this if:

- (a) the Substituted Issuer assumes all of the obligations of the Issuer under the Relevant Debt Instruments and (if applicable) the Agency Agreement and the Master Deed of Covenant;
- (b) the Issuer unconditionally and irrevocably guarantees the obligations to be assumed by the Substituted Issuer;
- (c) the Substituted Issuer has obtained all necessary authorisations to assume such obligations;
- (d) the Substituted Issuer has, if necessary, appointed an agent for the service of process in New South Wales or England (as the case may be);
- (e) there have been delivered to the I&P Agent opinions of lawyers of recognised standing in:
 - (i) New South Wales and Australia or England (as the case may be); and
 - (ii) the place of incorporation of the Substituted Issuer,

which are collectively to the effect that:

- (iii) the matters referred to in paragraphs (a), (b) and (c) above have been satisfied;
 - (iv) the Substituted Issuer is validly existing;
 - (v) the obligations assumed by the Substituted Issuer are valid and binding on it;
 - (vi) the substitution is not in breach of any law or regulation or the constitution of the Substituted Issuer; and
 - (vii) the choice of governing law and submission to jurisdiction are valid; and
- (f) the Relevant Debt Instruments continue to have a credit rating from at least one internationally recognised rating agency at least equal to the relevant rating from that rating agency immediately prior to the substitution.

17.2 Notice

The Substituted Issuer must give notice of any substitution made under this Condition 17 to the relevant Debt Instrument Holders in accordance with Condition 18. The notice must provide the contact details of the Substituted Issuer for the purposes of receiving notices under Condition 18.

17.3 Effective Date

A substitution under this Condition 17 takes effect on and from the date specified in the notice given under Condition 17.2, which must be a date not earlier than the date on which the notice is given.

17.4 Effect of substitution

On, and with effect from, the Effective Date:

- (a) the Substituted Issuer shall assume all of the obligations of the Issuer with respect to the Relevant Debt Instruments (whether accrued before or after the Effective Date);
- (b) the Issuer shall be released from all of its obligations as principal debtor under the Relevant Debt Instruments; and
- (c) any reference in the Conditions of the Relevant Debt Instruments to:
 - (i) the Issuer shall from then on be deemed to refer to the Substituted Issuer; and
 - (ii) the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for tax purposes of the Substituted Issuer.

17.5 No regard to consequences of substitution

In connection with any substitution effected pursuant to this Condition 17, neither the Issuer nor any Substituted Issuer need have any regard to the consequences of any such substitution for individual Debt Instrument Holders resulting from their being for any purpose domiciled or resident in, or otherwise connected with or subject to the jurisdiction of, any particular territory and no Debt Instrument Holder shall be entitled to claim from the Issuer or any Substituted Issuer under the Debt Instruments any indemnification or payment in respect of any tax or other consequences arising from such substitution.

18 Notices**18.1 Bearer Debt Instruments**

Subject to Conditions 18.3 and 18.4, all notices regarding Bearer Debt Instruments shall be published in a leading English language daily newspaper of general circulation in the place specified in the relevant Pricing Supplement. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all the required newspapers.

Couponholders shall be deemed for all purposes to have notice of any notice given to Debt Instrument Holders in accordance with this Condition.

Notices to be given by any Bearer Debt Instrument Holder shall be in writing and given by lodging the same, together with the relative Bearer Debt Instrument or Bearer Debt Instruments with the Issuer.

18.2 Registered Debt Instruments

Subject to Conditions 18.3 and 18.4, all notices regarding the Registered Debt Instruments will be valid if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to the Registered Debt Instrument Holder (or, in the case of joint Debt Instrument Holders, to the first-named in the Register) at their respective addresses as recorded in the Register, and will be deemed to have been validly given on the fourth day after the date of such mailing or, if posted from another country, on the fifth such day.

Notices to be given by any Registered Debt Instrument Holder shall be in writing and given by lodging the same, together with the relative Registered Debt Instrument or Registered Debt Instruments with the Issuer and (if certificated) with the Registrar.

18.3 Listed Debt Instruments

So long as the Debt Instruments are listed on a stock exchange, notices shall be published in accordance with the rules of that stock exchange (and without need for publication of any such notice as required under Condition 18.1 or Condition 18.2).

18.4 Global Debt Instruments

So long as the Debt Instruments are represented by a Global Debt Instrument and the Global Debt Instrument is held on behalf of:

- (a) Euroclear and Clearstream, Luxembourg or any other clearing system), all notices regarding the Debt Instrument may be given to Euroclear, Clearstream, Luxembourg or such other clearing system, as the case may be, or otherwise to the holder of the Global Debt Instrument; or
- (b) the CMU Service, all notices regarding the Debt Instrument may be given to the persons shown in a CMU Instrument Position Report issued by the CMU Service on the second business day preceding the date of dispatch of such notice as holding interests in this Global Debt Instrument,

(in each case, without need for publication of any such notice as required under Condition 18.1 or Condition 18.2 (as applicable)). Any such notice will be deemed to have been given on the date on which the notice was given.

19 Governing law and jurisdiction**19.1 Governing law**

The Agency Agreement is governed by, and shall be construed in accordance with, New South Wales law.

The Debt Instruments and the Coupons are governed by, and shall be construed in accordance with, the law specified in the relevant Pricing Supplement.

19.2 Jurisdiction of the courts of New South Wales

If the relevant Pricing Supplement specifies that the Debt Instruments and Coupons are governed by, and construed in accordance with, New South Wales law, this Condition 19.2 applies.

The courts of New South Wales are to have jurisdiction to settle any disputes which may arise out of or in connection with the Debt Instruments and accordingly any legal action or proceedings arising out of or in connection with the Debt Instruments (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each Debt Instrument Holder and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

19.3 Jurisdiction of the courts of England

- (a) If the relevant Pricing Supplement specifies that the Debt Instruments and Coupons (and any non-contractual obligations arising out of or in connection therewith) are governed by, and construed in accordance with, English law, this Condition 19.3 applies.
- (b) The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with (including any non-contractual obligations arising out of or in connection therewith) the Debt Instruments and accordingly any legal action or proceedings arising out of or in connection with the Debt Instruments (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are made for the benefit of each Debt Instrument Holder and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (c) MGL irrevocably appoints Macquarie Bank Limited, London Branch whose registered office is currently at Ropemaker Place, 28 Ropemaker Street, London EC2Y 9HD, United Kingdom. If for any reason the Issuer does not have such a branch in England, it will promptly appoint a process agent to receive service of process in any Proceedings in England based on the Debt Instruments and notify the Debt Instrument Holders of such appointment in accordance with Condition 18 as its agent in England to receive service of process in any Proceedings in England based on the Debt Instruments. Nothing herein shall affect the right to serve process in any other manner permitted by law.

SCHEDULE B – FORM OF PRICING SUPPLEMENT

THIS FORM OF PRICING SUPPLEMENT WILL BE ISSUED IN RESPECT OF DEBT INSTRUMENTS WHICH ARE NOT ADMITTED TO THE OFFICIAL LIST OF THE FINANCIAL CONDUCT AUTHORITY OR TO ANY OTHER EUROPEAN ECONOMIC AREA AND UK REGULATED MARKET OR OFFERED TO THE PUBLIC IN THE EUROPEAN ECONOMIC AREA AND THE UK FOR THE PURPOSES OF THE PROSPECTUS REGULATION AND THE UK PROSPECTUS REGULATION. THE FORM OF PRICING SUPPLEMENT HAS NOT BEEN REVIEWED OR APPROVED BY THE FCA AND DOES NOT CONSTITUTE A PROSPECTUS FOR THE PURPOSES OF THE PROSPECTUS REGULATION AND THE UK PROSPECTUS REGULATION.

[NOTIFICATION UNDER SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289) OF SINGAPORE – [In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the PR Debt Instruments are [prescribed capital markets products’]/ [capital market products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and Excluded [are] [Excluded]/[Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]]⁵

[MiFID II Product Governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Debt Instruments has led to the conclusion that: (i) the target market for the Debt Instruments is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Debt Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Debt Instruments has led to the conclusion that: (i) the target market for the Debt Instruments is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**UK MiFIR**”); and (ii) all channels for distribution of the Debt Instruments to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Debt Instruments (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Debt Instruments (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]

⁵ For any Debt Instruments to be offered to Singapore investors, the Issuer is to consider whether it needs to re-classify the Debt Instruments pursuant to Section 309B of the SFA prior to launch of the offer.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIPs Regulation**”) for offering or selling the Debt Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.]⁶

[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Debt Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the Financial Services and Markets Act 2000 (the “**FSMA**”) to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Debt Instruments or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Debt Instruments or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]⁷

PRICING SUPPLEMENT DATED *[insert date]*

MACQUARIE GROUP LIMITED

(ABN 94 122 169 279)

(incorporated with limited liability in the Commonwealth of Australia)

Issue of

[specify Currency and Principal Amount of Tranche]

[specify type of Debt Instruments] due *[specify Maturity Date]*

[specify current Programme Limit]

DEBT INSTRUMENT PROGRAMME

⁶ Delete legend if the Debt Instruments do not constitute “packaged” products, in which case, insert “Not Applicable” in paragraph 41 of Part A below. Include legend if the Debt Instruments may constitute “packaged” products and the Issuer intends to prohibit the Debt Instruments being offered, sold or otherwise made available to EEA retail investors. In this case, insert “Applicable” in paragraph 41 of Part A below.

⁷ Delete legend if the Debt Instruments do not constitute “packaged” products, in which case, insert “Not Applicable” in paragraph 42 of Part A below. Include legend if the Debt Instruments may constitute “packaged” products and the Issuer intends to prohibit the Debt Instruments being offered, sold or otherwise made available to UK retail investors. In this case, insert “Applicable” in paragraph 42 of Part A below.

PART A - CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (“**Conditions**”) set forth in the Offering Circular dated [●] [and the supplemental Offering Circular dated [insert date] ([together] “**Offering Circular**”)]. This document constitutes the Pricing Supplement of a Tranche of [describe type of Debt Instruments] described herein (“**Debt Instruments**”) and must be read in conjunction with such Offering Circular. Full information on the Issuer and the offer of the Debt Instruments is only available on the basis of the combination of the Pricing Supplement and the Offering Circular. [The Offering Circular [and the supplemental Offering Circular] [is] [are] available for viewing at [address] [and] [website] and copies may be obtained from [address].]

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

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (“**Conditions**”) set forth in the [Offering Circular] dated [original date] (“**[previous Offering Circular]**”) [and the supplemental [Offering Circular] dated [insert date] ([together] “**Offering Circular**”)] This document constitutes the Pricing Supplement for the [describe type of Debt Instruments] described herein (“**Debt Instruments**”) and must be read in conjunction with the Offering Circular [and the supplemental Offering Circular] dated [insert date] [and [insert date]] save in respect of the Conditions which are extracted from the [previous Offering Circular] and are attached hereto. [The Offering Circular [and the supplemental Offering Circular] [is] [are] available for viewing at [address] [and] [website] and copies may be obtained from [address].]

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

- | | | |
|---|---|---|
| 1 | Issuer: | Macquarie Group Limited
(LEI: ACMHD8HWFMFUIQQ8y590) |
| 2 | Fungible with existing Series: | <i>[Specify date or state “Not Applicable”]</i> |
| | (If fungible with an existing Series, details of that Series, including the date on which the Debt Instruments become fungible) | |
| 3 | Specified Currency [or Currencies]: | <i>[Specify currency or currencies (Condition 1.6)]⁸</i> |
| 4 | Aggregate Nominal Amount [of Debt Instruments admitted to trading]: | <i>[Specify]</i> |
| | [(i)] Series | <i>[●]</i> |
| | [(ii)] Tranche | <i>[●]</i> |

⁸ In respect of Debt Instruments denominated in Renminbi, purchasers of the Debt Instruments should note that the Renminbi is not a freely convertible currency. All payments in respect of the Debt Instruments will be made solely by transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing rules and regulations. The Issuer cannot be required to make payment by any other means (including in banknotes, by cheque or draft or by transfer to a bank account in the PRC or anywhere else outside Hong Kong). In addition, there can be no assurance that access to Renminbi funds for the purposes of making payments on the Debt Instruments or generally may remain or may not become restricted.

- 5 Issue/Deposit Price: *[Specify percentage]* per cent. of the Aggregate Nominal Amount [plus accrued interest from *[specify date]* (if applicable)]
- [Specify whether “fully paid” or “partly paid”]*
- 6 Specified Denominations: *[Specify currency and amount (Condition 1.5).]*
- [N.B. Where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*
- “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Debt Instruments in definitive form will be issued with a denomination above [€199,000].”]*
- [N.B. If an issue of Debt Instruments is (i) NOT admitted to trading on an European Economic Area (“EEA”) exchange; and (ii) only offered in the EEA in circumstances where a prospectus is not required to be published under the Prospectus Regulation the [€100,000] minimum denomination is not required.]*
- [Debt Instruments (including Debt Instruments denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom, or whose issue otherwise constitutes a contravention of Section 19 FSMA, and which have a maturity of less than one year must have a minimum denomination of £100,000 (or its equivalent in other Specified Currencies).]*
- [If the Debt Instruments are admitted to trading on a regulated market in the EEA or are offered to the public in a Relevant EEA State, then the equivalent denomination for Debt Instruments denominated in an EEA currency other than euro must be calculated in accordance with the requirements (if any) in the Relevant EEA State.]*
- 7 [(i)] Issue/Deposit Date: *[Specify date]*
- [(ii)] Interest Commencement Date: *[Specify date]*
- 8 Maturity Date: *[Specify date (see Condition 6.1)]*
- 9 Interest Basis: *[[Specify percentage]% Fixed Rate]*
[[Specify reference rate] +/- [specify percentage]% Floating Rate]
[Zero Coupon]
[Index Linked Interest]

- [Other (specify)]
(further particulars specified below)
- 10 Change of Interest Basis or Redemption/ Payment Basis [●]
- 11 Default Interest: [In the case of interest-bearing Debt Instruments, specify any default interest rate (Condition 5.5(d)) or state "Not Applicable"]
- 12 Redemption Basis: [Redemption at par]
[Index Linked Redemption]
[Partly Paid]
[Other (specify)]
- 13 Change of Interest or Redemption / Payment Basis: [Specify details of any provision for convertibility of Debt Instruments into another interest or redemption/ payment basis.]

[Specify any change to Condition 5.5(d) in relation to accrual of interest.]
- 14 Put / Call Options: [Applicable (further particulars specified below) / Not Applicable]
- 15 Status of the Debt Instruments: [Unsubordinated / Subordinated] [N.B. If nothing is specified, Debt Instruments will be unsubordinated. If subordinated, specify provisions of such subordination (Condition 4.1)]
- 16 Date [board] approval for issuance of Debt Instruments obtained: [Specify date]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Debt Instruments)
- 17 Method of distribution: [Syndicated / Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 18 **Fixed Rate Debt Instrument Provisions:** [Applicable / Not Applicable] [See Condition 5.2. If not applicable, delete the remaining subparagraphs of this paragraph]
- (i) Interest Rate(s): [Specify percentage] per cent. per annum [payable annually / semi-annually / quarterly / monthly] in arrear]
- (ii) Interest Payment Date(s): [Specify dates] in each year [adjusted in accordance with the Business Day Convention]
- (iii) Fixed Coupon Amount: [Specify amount] per [specify amount] in Nominal Amount

- (iv) Broken Amount: Initial Broken Amount: *[specify currency and amount]*
- Final Broken Amount: *[specify currency and amount]*
- (v) Day Count Fraction: *[Specify] [N.B. If none is specified, the Day Count Fraction will be 30E/360 (as defined in Condition 5.5(g)(v))]⁹*
- (vi) Business Day Convention: *[Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]*
- (vii) Other terms relating to the method of calculating interest for fixed rate Debt Instruments: *[Not Applicable / specify]*
- 19 **Floating Rate Debt Instrument Provisions:** *[Applicable / Not Applicable] [See Condition 5.3. If not applicable, delete the remaining subparagraphs of this paragraph.]*
- (i) Interest Periods: *[Specify date or dates]*
- (ii) Interest Payment Date(s): *[Specify date or dates]*
- (iii) Business Day Convention: *[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment / specify other]*
- [If nothing is specified there will be no adjustment. Care should be taken to match the maturity date (as well as other key dates) of the Debt Instruments with any underlying swap transactions. Since maturity dates do not automatically move with business day conventions under ISDA, it may be necessary to specify “No adjustment” in relation to the maturity date of the Debt Instruments to disapply the applicable Business Day Convention]¹⁰*
- (iv) Relevant Financial Centre: *[Specify] [N.B. If none is specified, the city most closely connected with the Reference Rate to be used in the determination of the Calculation Agent]*

⁹ “Actual/365 (Fixed)” shall be specified for “Day Count Fraction” in respect of Debt Instruments denominated in Renminbi.

¹⁰ “Modified Following” shall be specified for “Business Day Convention” in respect of Debt Instruments denominated in Renminbi.

- (v) Manner in which the Interest Rate(s) and Interest Amount(s) are to be determined: [ISDA Determination / Screen Rate Determination / other (*specify*)]
- (vi) Party responsible for determining calculating the Interest Rate(s) or calculating the Interest Amount(s): Calculation Agent: [*insert name and address of specified office*]
- (vii) ISDA Determination: [Applicable / Not Applicable] [*If Condition 5.3(b)(i) applies:*
- [Floating Rate Option:] [Specify]
- [Designated Maturity:] [Specify]
- [Reset Date:] [Specify]
- (viii) Screen Rate Determination: [Applicable / Not Applicable]
- [Reference Rate:] [Specify] [*For example: LIBOR, EURIBOR or BBSW / Compounded Daily SONIA / SONIA Index Determination / Average SONIA / SOFR Arithmetic Mean / SOFR Delay Compound / SOFR Index Compound / SOFR Lockout Compound / SOFR Lookback Compound / SOFR Shift Compound*]
- [Interest Determination Date(s):] [Specify] [*For example, second London business day prior to the start of each Interest Period of LIBOR other than sterling or euro LIBOR, first day of each Interest Period of sterling LIBOR and the second day on which the TARGET 2 System is open prior to the start of each Interest Period of EURIBOR or euro LIBOR.*]
- [Relevant Screen Page:] [Specify] [*In the case of EURIBOR, if not Refinitiv Page EURIBOR1, ensure it is a page which shows a composite rate or amend the fallback provisions appropriately.*]
- [Relevant Time:] [Specify]
- [Reference Banks:] [Specify] [*If none are specified, the Reference Banks will be four major banks specified by the Calculation Agent in the inter-bank market that is most closely connected with the Reference Rate.*]
- [Principal Financial Centre:] [Specify] [State whether Condition 5.3(b)(ii) applies]

[SONIA Provisions:

Observation Method: [Lag/Observation Shift/Not Applicable]

[Lag Lookback Period (p):] [[5/[●] London Banking Days] / [Not Applicable]]

[Observation Shift Period:] 5/[●] London Banking Days][Not Applicable]

(N.B. When setting the Lag Lookback Period (p) or the Observation Shift Period, the practicalities of this period should be discussed with the Calculation Agent. It is anticipated that '(p)' will be no fewer than 5 London Banking Days unless otherwise agreed with the Calculation Agent)

[SOFR Provisions:

[“p” U.S. Government Securities Business Days:] [[●] U.S. Government Securities Business Days][Not Applicable]

[SOFR Rate Cut-Off Date:] [●][Not Applicable]

[SOFR Interest Accrual Period End Dates:] [●](Not applicable unless the Reference Rate is SOFR Shift Compound)

- (ix) Margin: [Specify] [State whether positive or negative]
- (x) Minimum Interest Rate: [Specify]
- (xi) Maximum Interest Rate: [Specify]
- (xii) Day Count Fraction: [Specify]
- (xiii) Fallback Interest Rate: [See Condition 5.3(d) / Specify]
- (xiv) Representative Amount: [Specify] [N.B. If none is specified, an amount which is representative for a single transaction in the relevant market or the relevant time]

20 **Zero Coupon Debt Instrument Provisions:** [Applicable / Not Applicable]

- (i) [Amortisation/Accrual] Yield: [Not Applicable / [specify percentage] per cent. per annum] [See Condition 5.6]
- (ii) Reference Price: [Not Applicable / specify price]

- (iii) Any other formula/basis of determining amount payable: *[Specify] [Consider whether it is necessary to specify a Day Count Fraction for the purposes of the calculation of Early Redemption Amounts]*
- 21 **Index-Linked Debt Instrument / other variable-linked Debt Instrument Provisions:** *[Specify if Condition 5.4 applies for other rates] [Applicable / Not Applicable] [If not applicable, delete the remaining sub-paragraphs of this paragraph]*
- (i) Index / formula / other variable: *[Specify or annex details]*
- (ii) Calculation Agent responsible for calculating the interest due: *[Specify]*
- (iii) Provisions for determining Coupon where calculated by reference to Index and/or formula and/or other variable: *[Specify] [Include a description of market disruption or settlement disruption events and adjustment provisions]*
- (iv) Interest Determination Dates(s): *[Specify dates in each year (i.e. insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)]*
- (v) Provisions for determining Coupon where calculated by reference to Index and/or formula and/or other variable is impossible or impracticable or otherwise disrupted: *[Include a description of market disruption or settlement disruption events and adjustment provisions]*
- (vi) Party responsible for calculating the Interest Rate(s) and Interest Amount(s): Calculation Agent: *[insert name and address of specified office]*
- (vii) Interest or calculation period(s): *[Specify date or dates]*
- (viii) Business Day Convention: *[Floating Rate Convention / Following Business Day Convention / Modified Following Business Day Convention / Preceding Business Day Convention / No Adjustment]*
- (ix) Relevant Financial Centre(s): *[Specify] [If none is specified, the city most closely connected with the Reference Rate to be used in the determination of the Calculation Agent]*
- (x) Minimum Rate / Amount of Interest: *[Specify]*

- (xi) Maximum Rate / Amount of Interest: [Specify]
- (xii) Day Count Fraction: [Specify]
- 22 **Dual Currency Debt Instrument Provisions:** [Applicable / Not Applicable] [If “applicable”, give details]
- 23 **Equity-Linked Debt Instrument Provisions:** [Specify if Condition 5.4 applies for other rates]
[Applicable / Not Applicable] [If not applicable, delete the remaining sub-paragraphs of this paragraph]
- (i) Whether the Debt Instruments relate to a basket of equity securities or a single equity security (each an “**Underlying Equity**”) and the identity of the relevant issuer(s) of the Underlying Equity/Equities) (each an “**Equity Issuer**”): [Underlying Equity: [Specify or annex details]]
[Equity Issuer: [Specify]]
[ISIN/Common Code: [Specify]]
- (ii) Whether redemption of the Debt Instruments will be by (a) Cash Settlement or (b) Physical Delivery or (c) Cash Settlement and/or Physical Delivery: [Specify]
- (iii) Relevant provisions for determining the Final Redemption Amount: [Specify]
- (iv) Valuation Dates(s): [Specify dates in each year (i.e. insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)]
- (v) Valuation Time: [Specify]
- (vi) Disrupted Day: [Specify]
- (vii) Multiplier for each Underlying Equity comprising the basket ([which is subject to adjustment]): [Specify]
- (viii) Trade Date: [Specify]
- (ix) Relevant Assets: [Specify]
- (x) Asset Amount: [Specify]

- (xi) Cut-Off Date: [Specify]
- (xii) Delivery provisions for Asset Amount (including details of who is to make such delivery): [Specify]
- (xiii) Potential Adjustment Events: [Specify]
- (xiv) Additional Disruption Events: [Specify] [N.B. May include merger, nationalisation, insolvency, tender events]
- (xv) Exchange(s): [Specify] [Include any related exchange(s)]
- (xvi) Exchange rate: [Specify]
- (xvii) Other terms or special conditions: [Specify]

PROVISIONS RELATING TO REDEMPTION

- 24 **Redemption at Issuer's option (Call):** [Specify if Condition 6.2 is "Applicable" or "Not applicable"]

[Specify any relevant conditions to exercise of option]

[In the case of Subordinated Debt Instruments, specify if any regulatory consents and approvals are required for early redemption]

- (i) Optional Redemption Date(s): [Specify whether interest-bearing Debt Instruments may be redeemed on a date which is not an Interest Payment Date]
- (ii) Early Redemption Amount (Call) of each Debt Instrument and method, if any, of calculation of such amount: [Specify whether the Early Redemption Amount (Call) is the nominal amount of the Debt Instruments together with accrued interest (if any) thereon or insert amount or full calculation provisions.]

[N.B. Consideration should also be given to whether the calculation of the Early Redemption Amount (Call) is to be based upon a make-whole amount which would be calculated in accordance with a formula that will need to be detailed on a case by case basis for each Series as specified in the Pricing Supplement, having regard to the present value on the Early Redemption Date (Call) of the nominal amount of the Debt Instruments and scheduled or anticipated interest on the Debt Instruments up to and including the original Maturity Date. The present value would be calculated by reference to a discount and

		<i>benchmark rate, details of which to be attached as an annex to the Pricing Supplement.]</i>
	(iii) If redeemable in part:	<i>[Specify whether redemption at Issuer's option is permitted in respect of some only of the Debt Instruments and, if so, any minimum aggregate nominal amount and, in the case of Debt Instruments in definitive form the means by which Debt Instruments will be selected for redemption]</i>
	(a) Minimum Redemption Amount:	
	(b) Maximum Redemption Amount:	
	(iv) Notice period (if other than set out in the Conditions):	<i>[Specify minimum and/or maximum notice periods for the exercise of the call option]</i>
25	Redemption at Debt Instrument Holder's option (Put):	<i>[Specify if Condition 6.3 is "Applicable" or "Not applicable"]</i>
		<i>[Specify any relevant conditions to exercise of option]</i>
	(i) Optional Redemption Dates	<i>[Any Business Day (being, in the case of interest-bearing Debt Instruments, an Interest Payment Date) / [•]]</i>
	(ii) Early Redemption Amount (Put) of each Debt Instrument and method, if any, of calculation of such amount:	<i>[Specify whether the Early Redemption Amount (Put) is the outstanding nominal amount of the Debt Instruments together with accrued interest (if any) thereon or insert amount or full calculation provisions]</i>
	(iii) Notice period (if other than set out in the Conditions):	<i>[Specify minimum notice period for the exercise of the put option, if not 45 days]</i>
26	Final Redemption Amount of each Debt Instrument:	<i>[Not Applicable / Maturity Redemption Amount: [specify the outstanding nominal amount of the Debt Instruments or insert amount or full calculation provisions]]</i>
		<i>[Specify any change to Condition 6.9 (regarding redemption of Zero Coupon Debt Instruments)]</i>
27	Redemption at Issuer's option for loss of deductibility (Condition 6.5) / regulatory reasons (Condition 6.6):	<i>[Specify if either or both of Conditions 6.5 or 6.6 are "Applicable" or "Not Applicable"]</i>
		<i>[Specify any relevant conditions to exercise of option]</i>
		<i>In the case of Subordinated Debt Instruments, specify if any regulatory consents and approvals are required for early redemption]</i>
	(i) Early Redemption Amount [Deductibility / Regulatory] of each Debt Instrument and	<i>[Specify any changes to the Early Redemption Amount [Deductibility / Regulatory] as set out in Condition 6.5 or 6.6 as the case may be) (ie, specify</i>

method, if any, of calculation of such amount: *that the early redemption amount is the nominal amount of the Debt Instruments together with accrued interest (if any) thereon or insert amount or full calculation provisions)]*

- (ii) Notice period (if other than set out in the Conditions): *[Minimum: 30 days / specify other minimum notice period for the exercise of the option.]*

[Maximum: 60 days / specify maximum notice period for the exercise of the option.]

28 Early Redemption Amount

- (i) Early Redemption Amount (Tax): *[Specify whether the Early Redemption Amount (Tax) is the outstanding nominal amount together with accrued interest (if any) thereon of the Debt Instruments or insert amount or full calculation provisions.]*

[In the case of Subordinated Debt Instruments, specify if any regulatory consents and approvals are required for early redemption of Subordinated Debt Instruments.]

- (ii) Early Redemption Amount (Default): *[Specify whether the Early Redemption Amount (Default) is the outstanding nominal amount together with accrued interest (if any) thereon of the Debt Instruments or insert amount or full calculation provisions]*

GENERAL PROVISIONS APPLICABLE TO THE DEBT INSTRUMENTS

29 Form of Debt Instrument:

- (i) Form: *[[Bearer / Registered] [See Condition 1.1]]*

[Registered Debt Instruments: specify any change to Condition 1.4]

[If the term of the Debt Instruments is 365 days or more:

[Bearer (Condition 1.1).

Temporary Global Debt Instrument exchangeable for a Permanent Global Debt Instrument upon certification as to non-US beneficial ownership no earlier than 40 days after the completion of distribution of the Debt Instruments as determined by the Issuing and Paying Agent, which is exchangeable for Definitive Debt Instruments in certain limited circumstances.]]

[Or, if the term of the Debt Instrument is 364 days or less:

[Bearer (Condition 1.1)

On issue the Debt Instruments will be represented by a Debt Instrument in permanent global form, exchangeable for Debt Instruments in definitive form in certain limited circumstances.]]

[N.B. The exchange upon notice option should not be expressed to be applicable if the Specified Denomination includes language substantially to the following effect: “[€100,000] and integral multiples of [€1,000] in excess thereof up to and including €[199,000]”.]

(ii) Type:

[Fixed Rate Debt Instrument / Floating Rate Debt Instrument / Indexed Interest Debt Instrument / Indexed Redemption Amount Debt Instrument / Zero Coupon Debt Instrument / Partly Paid Debt Instrument]

[N.B. Debt Instruments may be a combination of the above. See Condition 1.2.]

- | | | |
|----|---|--|
| 30 | Additional Business Centre or other special provisions relating to Payment Dates: | <i>[Specify any other or Additional Business Centres (Condition 5.7) or specify “Not Applicable”]</i> |
| 31 | Talons for future Coupons or Receipts to be attached to Definitive Debt Instruments (and dates on which such Talons mature): | <i>[Yes / No] [If yes, give details]</i>

<i>[Missing or unmatured Coupons, Receipts etc: specify any change to Condition 7.1.5 re missing or unmatured Coupons or unexchanged Talons or specify “Not Applicable”]</i> |
| 32 | Details relating to Partly Paid Debt Instruments: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Debt Instruments and interest due on late payment: | <i>[Not Applicable / specify interest calculation (Condition 5.5(e))]</i> |
| 33 | Details relating to Instalment Debt Instruments: amount of each instalment, date on which each payment is to be made: | <i>[Not Applicable / specify number, amounts and dates for payment of Instalment Amounts in respect of Debt Instruments]</i> |

- 34 Redenomination, renominatisation and reconventioning provisions: [Not Applicable / Applicable] *[If redenomination or exchangeability into Euro applies, specify any redenomination/exchange provisions in full]*
- 35 Consolidation provisions: [Not Applicable]
- 36 Other terms: [Not Applicable / give details and specify any Conditions to be altered, varied, deleted otherwise than as provided above and also any additional Conditions to be included.]
- (i) Payments in Australian Dollars: [Not Applicable / specify whether address for payments or location of account must be outside Australia (Conditions 7.2.3 and 7.4(a))]
- (ii) Exceptions to Condition 8: [Not Applicable / see Condition 8(e)]
- (iii) Other currency of account: [Not Applicable / specify any change to Condition 12]
- (iv) Governing law: [English law / The laws of New South Wales]
- (v) Place for notices: [Specify] [See Conditions 18.1 and 18.2]

DISTRIBUTION

- 37 (i) If syndicated, names of relevant Dealers: [Not Applicable / specify names and addresses of specified offices]
- [The following purchasers of this tranche of Debt Instruments are not Dealers named in the Offering Circular:
- [specify Dealers not named]]
- (ii) Date of [Subscription] Agreement: [Specify]
- (iii) Stabilising manager(s): [Not applicable / specify name(s) and address(es) of specified office(s).]
- [N.B. Stabilisation is not permitted in Australia and should be stated to be "Not Applicable" for domestic issues in Australia.]
- 38 If non-syndicated, name of relevant Dealer: [Insert name and address of specified office]
- 39 Total commission and concession: [[Where an exempt offer only of Debt Instruments is anticipated:
- [[Specify percentage] per cent of the Aggregate Nominal Amount [of Debt Instruments admitted to trading]]

- 40 Additional selling restrictions: [Not Applicable / *specify details*]
 [Reg S. Category 2]
 [TEFRA D Rules - *only required for bearer Debt Instruments and if not TEFRA D Rules specify otherwise*]
 [N.B. TEFRA D rules should apply to issues of Debt Instruments unless it is agreed by the Issuer at the time of completion of the Pricing Supplement that TEFRA C rules should apply or that TEFRA D rules should not be applied to a particular issue of Debt Instruments]
 [[Where the term of the Debt Instrument is 364 days or less:
 [Not Applicable]
 [Or, where the term of the Debt Instrument is 365 days or more:
 [TEFRA D Rules (or, in respect of TEFRA D or TEFRA C, any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010)]]
- 41 Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]
(If the Debt Instruments clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Debt Instruments may constitute “packaged” products and no KID will be prepared in the EEA, “Applicable” should be specified.)
- 42 Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]
(If the Debt Instruments clearly do not constitute “packaged” products, “Not Applicable” should be specified. If the Debt Instruments may constitute “packaged” products and no KID will be prepared in the UK, “Applicable” should be specified.)
- 43 Non-exempt Offer: [Not Applicable / Applicable - see Paragraph 13 of Part B below]

PURPOSE OF THE PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue [and] [admission to trading on [*specify relevant market*]] of the Debt Instruments described herein pursuant to the U.S.\$[*specify current Programme Limit*] Debt Instrument Programme of Macquarie Group Limited.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement. [[*Describe relevant third party information*] has been extracted from [*specify source*].] [Macquarie Group Limited confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

CONFIRMED**MACQUARIE GROUP LIMITED**

By:

[Authorised Person]

PART B - OTHER INFORMATION**1 LISTING AND ADMISSION TO TRADING**

- (i) Listing [Application has been made for the Debt Instruments to be listed on *[specify]* / None]
- (ii) Admission to trading: [[[Application has been made for the Debt Instruments to be admitted to trading on *[specify]* with effect from *[insert date]* / Not Applicable]
- [Where documenting a fungible issue need to indicate that original securities are already admitted to trading.]*
- (iii) Estimate of total expenses related to admission to trading: *[Specify]*

2 RATINGS

- Credit Ratings: *[[Where the Debt Instruments have not been rated:*
- [The Debt Instruments to be issued have not been rated by any rating agency. However, the Debt Instruments are issued pursuant to Macquarie Group Limited's U.S.\$[specify current Programme Limit] Debt Instrument Programme which is rated by rating agencies as follows:*
- S&P Global Ratings, Inc.: *[specify]*
- Moody's Investors Service Pty Limited: *[specify]*
- Fitch Australia Pty Ltd: *[specify]*
- [or, where the Debt Instruments have been rated:]*
- [The Debt Instruments to be issued have been rated by the following ratings agency(ies):*
- [S&P Global Ratings, Inc.: *[specify]*
- [Moody's Investors Service Pty Limited: *[specify]*
- [Fitch Australia Pty Ltd: *[specify]*
- [[Other (specify)]: *[specify]*]]*

3 **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE / OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

Save as discussed in [“Subscription and Sale” on pages [●] to [●] of the Base Prospectus dated [●]] [and on pages [●] to [●] of the supplement to the Offering Circular dated [●]], so far as the Issuer is aware, no person involved in the offer of the Debt Instruments has an interest material to the offer.

4 **TOTAL EXPENSES, USE OF PROCEEDS AND ESTIMATED NET PROCEEDS**

Total expenses: [Specify]

[If not included through section 4 above, include a statement as to the total expenses related to the admission to trading here]

Use of proceeds: [Specify]

Estimated net proceeds [Specify]

5 **[Fixed Rate Debt Instruments only] YIELD**

Indication of yield: [Specify]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.

6 **[Index-Linked, Equity-Linked or other variable-linked Debt Instruments only] [PERFORMANCE OF INDEX / BASKET OF INDICES / FORMULA/OTHER VARIABLE AND OTHER INFORMATION CONCERNING THE UNDERLYING**

[Include details of where past and future performance and volatility of the [index/basket of indices] / formula / other variable can be obtained. Need to include a clear and comprehensive explanation of how the value of the investment is affected by the underlying and circumstances when the risks are most evident. Where the underlying is a security, need to include the name of the issuer of the security and the ISIN (International Security Identification Number) or CMU instrument number or other such security identification code). Where the underlying is an [index/basket of indices], need to include the name of the [index/indices] and a description of the [index/indices] if composed by the Issuer. If the [index/indices] is not composed by the Issuer need to include details of where the information about [the/each] index can be obtained. Where the underlying is an interest rate, a description of the interest rate. Where the underlying is a basket of indices, need to include disclosure of the relative weightings of each index in the basket. Where the underlying does not fall within the categories specified above, need to include equivalent information.]]

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained] / [does not intend to provide post-issuance information.]

7 *[Dual Currency Debt Instruments only]* **[PERFORMANCE OF RATE(S) OF EXCHANGE AND EXPLANATION OF EFFECT ON VALUE OF INVESTMENT]**

[Need to include details of where past and future performance and volatility of the relevant rate[s] can be obtained. Where the underlying is an index, need to include the name of the index and a description if composed by the Issuer and, if the index is not composed by the Issuer, need to include details of where the information about the index can be obtained. The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained] / [does not intend to provide post-issuance information.]

8 *[Equity Linked Debt Instruments only]* **[PERFORMANCE OF UNDERLYING EQUITY, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING]**

[All disclosures contained in this Pricing Supplement regarding the [Underlying Equity] and/or the [Equity Issuer] are derived from publicly available documents or other specified publicly available sources. The Issuer has not participated in the preparation of such documents nor made any due diligence inquiry with respect to the information provided therein.

Investors in the Debt Instruments are urged to conduct their own investigation into the [Underlying Equity]. Furthermore, there can be no assurance that all events occurring prior to the date of these Pricing Supplement (including events that would affect the accuracy or completeness of such publicly available documents) that would affect the prices of the [Underlying Equity] (and therefore the trading price of the Debt Instruments) have been publicly disclosed. Subsequent disclosure of any such events or the disclosure or failure to disclose material future events concerning the Underlying Equity could affect the trading price and redemption value of the Debt Instruments.

(i) Description of [Equity Issuer]

[Insert]
[Source: [●]]

(ii) Historical Information

[Insert]
[Source: [●]]

(iii) Further Information

[Insert]]]

9 *[Equity Linked Debt Instruments only]* **[INFORMATION IN RELATION TO THE REFERENCE ENTITY, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE REFERENCE ENTITY]**

[Insert / Not Applicable]

10 BENCHMARKS

Relevant Benchmark[s]: [[Specify benchmark] is provided by [administrator legal name] [repeat as necessary]. [As at the date hereof, [administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by [ESMA]/[FCA] pursuant to Article 36 (*Register of administrators and benchmarks*) of [Regulation (EU) 2016/1011, as amended][Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA] / [As far as the Issuer is aware, as at the date hereof, the [specify benchmark] does not fall within the scope of [Regulation (EU) 2016/1011, as amended][Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA] / [Not Applicable]

11 OPERATIONAL INFORMATION

ISIN Code: [Specify]

Common Code: [Not Applicable / specify]

CUSIP: [Not Applicable / specify]

CMU instrument number: [Not Applicable / specify]

CFI: [[See / [●], as updated, as set out on] the website of Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]

FISN: [[See / [●], as updated, as set out on] the website of Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN / Not Applicable / Not Available]

Any clearing system(s) other than Euroclear Bank SA/NV, and Clearstream Banking, S.A. or the CMU Service and the relevant identification number(s): [Not Applicable / specify the Austraclear system or another clearing system if applicable]

Delivery: Delivery [against / free of] payment

Issuing and Paying Agent: [Citibank, N.A., London Branch] [address of specified office]

[Additional Paying Agent(s) (if any):] *[Name and address of specified office]*

CMU Lodging Agent: *[Not Applicable / [Citicorp International Limited]]
[address of specified office]*

Registrar: *[Name and address of specified office]*

Transfer Agent: *[Name and address of specified office]*

Common Depositary: *[Not Applicable / [specify]]*

Programme Documents: *[Specify any additional documents not referred to in the definition of "Programme Documents" in the Agency Agreement]*

Place of delivery of Definitive Debt Instruments: *[See Clause 4.5(a)(iv) of the Agency Agreement]*

12 ADDITIONAL INFORMATION, OTHER TERMS OR SPECIAL CONDITIONS

[SPECIFY]

13 PUBLIC OFFER TEST

The Debt Instruments [are / are not] intended to be issued in a manner which satisfies the requirements of Section 128F of the Income Tax Assessment Act 1936 of Australia.

Directory

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Attention: Transaction Management Group

ING Bank N.V.

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Facsimile: + 31 20 565 8515
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CMU LODGING AGENT

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