Offering Circular

TEMASEK

Temasek Financial (I) Limited

(Incorporated with limited liability under the laws of Singapore)
(Company Registration Number: 200408713K)

US$25,000,000,000

Guaranteed Global Medium Term Note Programme
unconditionally and irrevocably guaranteed by

Temasek Holdings (Private) Limited

(Incorporated with limited liability under the laws of Singapore)
(Company Registration Number: 197401143C)

On 14 September 2005, Temasek Financial (I) Limited (the "Issuer") and Temasek Holdings (Private) Limited (the "Guarantor") established a Guaranteed Global Medium Term Note Programme (as amended and supplemented from time to time, the "Programme") and issued an offering circular describing the Programme. The maximum aggregate principal amount of Notes (as defined below) outstanding from time to time under the Programme (the "Programme Limit") is currently set at US$25,000,000,000. This Offering Circular supersedes all previous offering circulars and any supplements thereto. Any Notes 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 Notes already issued.

Under this Programme, the Issuer may from time to time issue notes (the "Notes") unconditionally and irrevocably guaranteed (the "Guarantee") by the Guarantor. The aggregate principal amount of Notes outstanding will not at any time exceed US$25,000,000,000 (or the equivalent in other currencies) unless such amount is otherwise increased pursuant to the terms of the Programme.

Application has been made to the Singapore Exchange Securities Trading Limited (the "SGX-ST") for permission to deal in and quotation of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST.

There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. Admission to the Official List of the SGX-ST and quotation of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST are not to be taken as an indication of the merits of the Issuer, the Guarantor, their respective subsidiaries (if any), their respective associates (if any), the Programme or such Notes. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained in this Offering Circular.

Unlisted series of Notes may also be issued pursuant to the Programme. The relevant Pricing Supplement (as defined herein) in respect of any series of Notes will specify whether or not such Notes will be listed on the SGX-ST or any other stock exchange.

See "Risk factors" beginning on page 12 for a discussion of certain risks in connection with an investment in the Notes.

Neither the US Securities and Exchange Commission, any state securities commission in the United States or any other US regulatory authority has approved or disapproved of the Notes and the Guarantee or passed upon the accuracy or adequacy of this Offering Circular. Any representation to the contrary is a criminal offence in the United States.

The Guarantor has been assigned overall corporate credit ratings of "Aaa" by Moody's Investors Service, Inc. ("Moody's") and "AAA" by S&P Global Ratings, a division of S&P Global Inc. ("S&P"). Each series of Notes issued under the Programme may be rated or unrated. Where a series of Notes is rated, such credit rating will not necessarily be the same as the credit ratings assigned to the Guarantor. A credit rating is a statement of opinion and is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, revision or withdrawal at any time by the assigning credit rating agency. Investors should consult their own financial or other professional adviser before making any decisions based on credit ratings. Moody's and S&P have not provided their consent to the inclusion of such information in this Offering Circular and therefore are not liable for information regarding credit ratings contained herein.

The Notes and the Guarantee have not been, and will not be, registered under the US Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws in the United States or any other jurisdiction, and the Notes may include notes issued in bearer form ("Bearer Notes" comprising a "Bearer Series"), which are subject to certain US tax law requirements. The Notes may be offered and sold (i) in the United States only to "qualified institutional buyers" ("QIBs") as defined in Rule 144A under the Securities Act ("Rule 144A") or to Institutional Accredited Investors (as defined herein), in each case in transactions exempt from registration under the Securities Act and/or (ii) outside the United States to non-US persons in offshore transactions in reliance on Regulation S under the Securities Act ("Regulation S"). Any series of Notes may be subject to additional selling restrictions, including restricting offers or sales in the United States or to US persons, or restricting purchasers of such Notes in the United States or that are U.S. persons (as defined in Regulation S, and referred to herein as "US persons") to QIBs that are also "qualified purchasers" ("QPs") as defined in the US Investment Company Act of 1940, as amended (the "Investment Company Act"). The relevant Pricing Supplement in respect of such series of Notes will specify any such restrictions. Subject to certain exceptions, the Notes may not be offered, sold or, in the case of Bearer Notes, delivered within the United States or to, or for the account or benefit of, US persons. See "Notice to purchasers and holders of Registered Notes and transfer restrictions" and the relevant Pricing Supplement.

Arrangers

Citigroup | **Deutsche Bank** | **HSBC** | **Morgan Stanley**

Dealers

Barclays | **BNP PARIBAS** | **BofA Securities** | **Citigroup**
Crédit Agricole CIB | **DBS Bank Ltd.** | **Deutsche Bank** | **Goldman Sachs (Singapore) Pte.**
HSBC | **J.P. Morgan** | **Morgan Stanley** | **SEB**
Société Générale Corporate & Investment Banking | **Standard Chartered Bank (Singapore) Limited** | **UBS**

21 July 2025

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In making an investment decision, investors must rely on their own examination of the Issuer and Temasek (as defined herein), the terms of the Programme and any of the terms and conditions of any series of Notes offered thereunder. Notwithstanding anything herein to the contrary, each investor (and each employee, representative or other agent of each investor) may disclose to any and all persons, without limitation of any kind, the US tax treatment and US tax structure of the transactions contemplated by this Offering Circular, and all materials of any kinds (including opinions or other tax analyses) that are provided to it relating to such US tax treatment and US tax structure. However, this authorisation does not extend to information that may be required to be kept confidential in order to comply with applicable securities laws. Each investor further acknowledges and agrees that it does not know or have reason to know that its or its employees', representatives' or other agents' use or disclosure of information relating to the US tax treatment or US tax structure of any transaction contemplated by this Offering Circular is limited in any manner. By receiving this Offering Circular, investors acknowledge that (i) they have been afforded an opportunity to request and to review, and have received, all information that investors consider necessary to verify the accuracy of, or to supplement, the information contained in this Offering Circular, (ii) they have not relied on the Arrangers (as defined in the Programme Agreement (as defined in "Plan of distribution")) nor any Dealer (as defined herein) nor any Trustee (as defined herein) nor any Agent (as defined herein) or any person affiliated with any Arranger, any Dealer, any Trustee or any Agent in connection with their investigation of the accuracy of any information in this Offering Circular or their investment decision and (iii) no person has been authorised to give any information or to make any representation concerning the issue or sale of the Notes, the Issuer or Temasek other than as contained in this Offering Circular and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Issuer, Temasek, the Arrangers, the Dealers, the Trustees or the Agents.

Certain information in this Offering Circular with respect to Temasek's portfolio companies (as defined under "Certain definitions and conventions" below) has been extracted from publicly available documents and information, including annual reports, information available on corporate websites and documents filed by such companies with their respective regulators and, if applicable, the relevant stock exchanges on which their securities are listed. Potential investors in the Notes may obtain information regarding these companies from such public sources. None of such documents or publicly available information is incorporated by reference in this Offering Circular. Each of the Issuer and Temasek makes no representation, express or implied, and does not accept any responsibility with respect to the accuracy or completeness of any information made publicly available by Temasek's portfolio companies, whether or not included in this Offering Circular. As the Temasek Group's (as defined herein) results of operations may be materially affected by conditions in the global capital markets and the economy generally, Temasek has taken note of prevailing macroeconomic and market conditions in major economies as described in "Management's discussion and analysis of financial condition and results of operations — Significant factors affecting the Temasek Group's financial condition and results of operations — Global market and economic conditions" and "Risk factors — Risks related to the Issuer and Temasek — Temasek and its portfolio companies are subject to macroeconomic, political, strategic, financial and operational risks". For the avoidance of doubt, Temasek is an investment company and its portfolio companies are guided and managed by their respective boards and management. Temasek does not direct their business decisions or operations. Accordingly, Temasek does not have the necessary information that would put it in a position to provide disclosure on any current, future or past trends, uncertainties, demands, commitments or events which may have a material effect on the net sales or revenues, profitability, liquidity or capital resources of any such portfolio company or the extent to which such portfolio company's performance may affect the Temasek Group as a whole in this Offering Circular. Consequently, the financial information disclosed in this Offering Circular is not necessarily indicative of the future operating results or financial condition of any such portfolio company or the extent to which such portfolio company's performance may affect the Temasek Group as a whole.

Neither the delivery of this Offering Circular nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer, Temasek or the Temasek Group since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer, Temasek or the Temasek Group since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Offering Circular or any pricing supplement to this Offering Circular (each a "Pricing Supplement") and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer, Temasek, the Arrangers and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain further restrictions on offers and sales of the Notes and distribution of this Offering Circular, see "Plan of distribution", "Notice to purchasers and holders of Registered Notes and transfer restrictions" and the relevant Pricing Supplement.

The Arrangers, the Dealers, the Trustees and the Agents have not separately verified the information contained in or incorporated by reference to this Offering Circular. None of the Arrangers, the Dealers, the Trustees or the Agents makes any representation, warranty or undertaking, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Offering Circular or for any statement made or purported to be made by an Arranger or a Dealer, a Trustee or an Agent or on its behalf in connection with the Issuer, Temasek or the issue and offering of the Notes. The Arrangers, each Dealer, each Trustee and each Agent accordingly disclaim all and any liability whether arising in tort or contract or otherwise which it might otherwise have in respect of this Offering Circular or any such statement. None of this Offering Circular or any other financial statements or information supplied in connection with the Programme is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, Temasek, the Temasek Group, the Arrangers, the Dealers, the Trustees or the Agents that any recipient of this Offering Circular or any other person should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Offering Circular, and its purchase of Notes should be based upon such investigation as it deems necessary.

In connection with the issue of any series of Notes, one or more Dealers named as stabilising manager (the "Stabilising Manager(s)") (or persons acting on behalf of any Stabilising Manager) in the relevant Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period after the relevant date of issue (the "Issue Date"). However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant series of Notes is made and, if begun, may be discontinued at any time, but it must end no later than the earlier of 30 days after the Issue Date of the relevant series of Notes and 60 days after the date of the allotment of the relevant series of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with applicable laws and rules.

The Notes and the Guarantee have not been and will not be registered under the Securities Act. Subject to certain exceptions, the Notes may not be offered or sold within the United States or to, or for the account, or benefit of, US persons.

The Notes may be offered or sold (i) in the United States only to QIBs or to "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act ("Institutional Accredited Investors"), in each case in transactions exempt from registration under the Securities Act and/or (ii) outside the United States, to non-US persons in offshore transactions in reliance on Regulation S. Neither the Issuer nor Temasek is or will be registered under the Investment Company Act and investors will not be entitled to the benefits of the Investment Company Act. Any series of Notes may be subject to additional selling restrictions, including restricting offers or sales in the United States or to US persons, or restricting purchasers of such Notes in the United States or that are US persons to QIBs that are also QPs as defined in the Investment Company Act, in which case each such purchaser must be able to make, and will be deemed to have made, certain acknowledgments, representations, warranties and agreements as set forth in the relevant Pricing Supplement in respect of such series of Notes. Any additional restrictions on the sale or transfer of any series of Notes will be specified in the relevant Pricing Supplement for such Notes.

If Notes of a series are being offered or sold to US persons or in the United States, prospective investors are hereby notified that sellers of such Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. The Arrangers and Dealers, through their respective selling agents, may arrange for the offer and resale of such Notes to US persons or persons in the United States who are QIBs in reliance on Rule 144A or pursuant to another exemption from the registration requirements of the Securities Act. Investors may be required to bear the financial risk of an investment in the Notes for an indefinite period. The Notes are not

transferable except in compliance with the restrictions described in "Notice to purchasers and holders of Registered Notes and transfer restrictions" and the relevant Pricing Supplement.

In connection with the offering of any series of Notes, each Dealer is acting or will act for the Issuer in connection with the offering and no one else and will not be responsible to anyone other than the Issuer for providing the protection afforded to clients of that Dealer nor for providing advice in relation to any such offering.

Notification under Section 309B of the SFA: Unless otherwise stated in the Pricing Supplement in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Dealer or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Dealer or its affiliate on behalf of the Issuer in such jurisdiction.

This Offering Circular has not been submitted to the clearance procedures of the Autorité des marchés financiers.

Notes of each series (as described in "Summary — Summary of the Programme") to be issued as a Bearer Series will initially be represented by interests in a temporary global note or a permanent global note, in either case in bearer form (each a "Temporary Global Note" and a "Permanent Global Note", respectively), without interest coupons, which may be deposited on or about the Issue Date with The Central Depository (Pte) Limited ("CDP"), subject to any restrictions or conditions which may be applicable (as specified in the relevant Pricing Supplement), or with a common depositary on behalf of Euroclear Bank SA/NV ("Euroclear") and Clearstream Banking S.A. ("Clearstream"), or with a sub-custodian for the Central Moneymarkets Unit Service (the "CMU" or the "CMU Service") operated by the Hong Kong Monetary Authority or with any other agreed clearance system compatible with Euroclear and Clearstream. Interests in a Temporary Global Note will be exchangeable, in whole or in part, for interests in a Permanent Global Note (each a "Global Note") from 40 days after the later of the Issue Date and the completion of the distribution of the Notes (the "Exchange Date"), upon certification as to non-US beneficial ownership. Interests in a Permanent Global Note may be exchanged for individual definitive Bearer Notes ("Definitive Bearer Notes") only in the limited circumstances as described therein and summarised in "Form of Notes — Bearer Notes".

Notes of each series to be issued in registered form ("Registered Notes" comprising a "Registered Series") sold in an "offshore transaction" within the meaning of Regulation S will initially be represented by interests in a global unrestricted Registered Note, without interest coupons (each a "Regulation S Global Note"), which may be deposited on or about the Issue Date with, and registered in the name of, CDP, subject to any restrictions or conditions which may be applicable (as specified in the relevant Pricing Supplement), or deposited with a common depositary for, and registered in the name of a nominee of, Euroclear and Clearstream, or with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("DTC") for the accounts of Euroclear and Clearstream, or with a sub-custodian for the CMU. Beneficial interests in a Regulation S Global Note will be shown on, and transfers thereof will be effected only through, records maintained by CDP, Euroclear, Clearstream, DTC or the CMU. Notes of each Registered Series sold to a QIB as defined in Rule 144A, as referred to in, and subject to the transfer restrictions described in, "Plan of distribution", "Notice to purchasers and holders of Registered Notes and transfer restrictions" and the relevant Pricing Supplement, will initially be represented by interests in a global restricted Registered Note, without interest coupons (each a "DTC Restricted Global Note" and, together with any Regulation S Global Note, the "Registered Global Notes"), which will be deposited on or about the Issue Date with a custodian for, and registered in the name of a nominee of, DTC. Beneficial interests in a DTC Restricted Global Note will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants. See "Annex A — Global clearance and settlement". Notes of each Registered Series sold to Institutional Accredited Investors will be in definitive form, registered in the name of the holder thereof ("Definitive IAI Registered Notes"). Individual definitive Registered Notes ("Definitive Registered Notes") will otherwise only be available in certain limited circumstances as described herein.

MiFID II product governance / target market — The Pricing Supplement in respect of any Notes may include a legend entitled "MiFID II Product Governance" which will outline the target market

assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "MiFID II") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "MiFID Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise, unless so determined, neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR product governance / target market — The Pricing Supplement in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

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

PROHIBITION OF SALES TO UK RETAIL INVESTORS — If the Pricing Supplement in respect of any Notes includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "UK"). For these purposes, a retail investor in the UK 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 Financial Services and Markets Act 2000, as amended (the "FSMA") and any rules or regulations made under the FSMA to implement 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 Prospectus Regulation as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

NOTICE TO CAPITAL MARKET INTERMEDIARIES AND PROSPECTIVE INVESTORS PURSUANT TO PARAGRAPH 21 OF THE SFC CODE (AS DEFINED BELOW) — IMPORTANT NOTICE TO PROSPECTIVE INVESTORS

Prospective investors should be aware that certain intermediaries in the context of certain offerings of Notes pursuant to this Programme (each such offering, a "CMI Offering"), including certain Dealers, may be "capital market intermediaries" ("CMIs") subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "SFC Code"). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs, which require the attention and cooperation of prospective investors. Certain CMIs may also be acting as "overall coordinators" ("OCs") for a CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, the Guarantor, a CMI or its group companies would be considered under the SFC Code as having an association ("Association") with the Issuer, the Guarantor, the CMI or the relevant group company. Prospective investors associated with the Issuer, the Guarantor or any CMI (including its group companies) should specifically disclose this when placing an order for the relevant Notes and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to the relevant CMI Offering, such order is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). A rebate may be offered by the Issuer to all private banks for orders they place (other than in relation to the Notes subscribed by such private banks as principal whereby they are deploying their own balance sheets for onward selling to investors), payable upon closing of the relevant CMI Offering based on the principal amount of the Notes distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate. Details of any such rebate will be set out in the applicable Pricing Supplement or otherwise notified to prospective investors. If a prospective investor is an asset management arm affiliated with any relevant Dealer, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the relevant Dealer or its group company has more than 50% interest, in which case it will be classified as a "proprietary order" and subject to appropriate handling by CMIs in accordance with the SFC Code and should disclose, at the same time, if such "proprietary order" may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order". If a prospective investor is otherwise affiliated with any relevant Dealer, such that its order may be considered to be a "proprietary order" (pursuant to the SFC Code), such prospective investor should indicate to the relevant Dealer when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order". Where prospective investors disclose such information but do not disclose that such "proprietary order" may negatively impact the price discovery process in relation to the relevant CMI Offering, such "proprietary order" is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should be aware that certain information may be disclosed by CMIs (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the relevant Dealer and/or any other third parties as may be required by the SFC Code, including to the Issuer, the Guarantor, any OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. Failure to provide such information may result in that order being rejected.

Documents incorporated by reference

This Offering Circular should be read and construed in conjunction with each relevant Pricing Supplement, which shall be deemed to be incorporated in, and to form part of, this Offering Circular and which shall be deemed to modify or supersede the contents of this Offering Circular to the extent that a statement contained in any such document is inconsistent with such contents.

Available information

With respect to each series of Notes offered or sold in the United States or to US persons in reliance on Rule 144A, Temasek has agreed that, during the period of one year from the date of original issuance of such Notes under the Programme and thereafter only if Temasek reasonably determines that any such Notes at the time of the expiration of such one-year period are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, it will, during such period in which it is neither subject to Section 13 or 15(d) of the US Securities Exchange Act of 1934, as amended (the "Exchange Act"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any holder or beneficial owner of such restricted securities or to any prospective purchaser of such restricted securities designated by such holder or beneficial owner, in each case upon the request of such holder, beneficial owner or prospective purchaser, the information required to be provided by Rule 144(A)(d)(4) under the Securities Act (the "Rule 144A(d)(4) Information"). After one year from the date of original issuance of such Notes, if Temasek reasonably determines that such Notes at the time of the expiration of such one-year period do not constitute "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act, Temasek will no longer be obligated to provide to any holder or beneficial owner of such Notes or to any prospective purchaser of such Notes the Rule 144A(d)(4) information.

The Issuer has undertaken, in connection with its application to list the Notes to be issued under the Programme on the SGX-ST, to immediately disclose to the SGX-ST any information which may have a material effect on the price or value of such Notes or on an investor's decision whether to trade in such Notes.

Temasek is an exempt private company under the Companies Act 1967 of Singapore (the "Singapore Companies Act") and therefore it is not required to file its financial statements with the relevant public registry in Singapore. The financial statements included in this Offering Circular from pages FS1 to FS166 are presented on a consolidated basis for the Temasek Group comprising the financial statements of Temasek and its subsidiaries and their interests in associates and joint ventures, and are included only for the purpose of the offering of the Notes under the Programme. Financial statements for Temasek on an unconsolidated basis are not presented in this Offering Circular and are not publicly available.

Enforcement of civil liabilities

Each of the Issuer and Temasek is a company incorporated in Singapore and all or a significant portion of their assets are located in Singapore and certain other jurisdictions outside the United States and England and Wales. In addition, a majority of the Issuer's and Temasek's directors ("Directors") and executive officers, and certain of the parties named in this Offering Circular reside in Singapore, and all or a significant portion of the assets of such persons may be located in Singapore and certain other jurisdictions outside the United States and England and Wales. As a result, it may not be possible for investors to effect service of process upon the Issuer or Temasek or such persons outside Singapore and outside such other jurisdictions or to enforce against the Issuer or Temasek or such persons outside Singapore and outside such other jurisdictions the federal securities laws of the United States or the securities laws of England and Wales, or to enforce judgments obtained in courts outside Singapore and outside such other jurisdictions, including US courts and English courts, predicated upon the civil liability provisions of (i) the federal securities laws of the United States or (ii) the securities laws of England and Wales. Each of the Issuer and Temasek has, however, appointed CT Corporation System, located at 111 Eighth Avenue, New York, New York 10011, as its authorised agent for service of process in any legal action or proceeding arising out of or relating to the Indenture (as defined herein) or Notes governed by the laws of the State of New York issued thereunder brought in any federal or state court in The City of New York in the Borough of Manhattan or brought under federal or state securities laws or brought by the New York Trustee (as defined herein) (whether in its individual capacity or in its capacity as the New York Trustee) and, in each case, will irrevocably submit

to the non-exclusive jurisdiction of such courts in any suit or proceeding. Furthermore, a judgment for money in any action based on such Notes in a federal or state court in the United States ordinarily would be enforced in the United States only in US dollars. The date used by such a court to determine the rate of conversion of the relevant currency into US dollars will depend on various factors, including which court renders the judgment. Under Section 27 of the New York Judiciary Law, a state court in the State of New York rendering a judgment on non-US dollar-denominated Notes would be required to render such judgment in the relevant currency, and such judgment would be converted into US dollars at the exchange rate prevailing on the date of entry of the judgment. Further, each of the Issuer and Temasek has appointed Hackwood Secretaries Limited, located at One Silk Street, London EC2Y 8HQ, as its authorised agent for service of process in any legal action or proceeding arising out of or relating to the English Law Trust Deed (as defined herein) or Notes governed by the laws of England issued thereunder brought in the courts of England or brought by the English Trustee (as defined herein) (whether in its individual capacity or in its capacity as the English Trustee) and, in each case, will irrevocably submit to the non-exclusive jurisdiction of such courts in any suit or proceeding. Judgments of US courts or English courts based upon the civil liability provisions of (i) the federal securities laws of the United States or (ii) the securities laws of England and Wales may not be enforceable in Singapore courts, and there is doubt as to whether Singapore courts will enter judgments in original actions brought in Singapore courts based solely upon the civil liability provisions of (i) the federal securities laws of the United States or (ii) the securities laws of England and Wales.

Forward-looking statements

Certain statements in this Offering Circular constitute "forward-looking statements". Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause Temasek's or the Temasek Group's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the present and future business strategies of Temasek or its portfolio companies and the environment in which they will operate in the future. The important factors that could cause the actual results, performance or achievements to differ materially from those in the forward-looking statements include, among others, the condition of and changes in the local, regional or global economy, changes in government regulation and licensing of the business activities of Temasek or its portfolio companies and increased competition in the various industries in which Temasek or its portfolio companies operate. Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "Risk factors", "Management's discussion and analysis of financial condition and results of operations", "Annex C — Constitutional safeguards", "Business of Temasek" and "Board and management". These forward-looking statements speak only as at the date of this Offering Circular. The Issuer and Temasek expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the expectations of the Issuer and Temasek with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

Certain definitions and conventions

Unless otherwise specified or the context otherwise requires, in this Offering Circular: references to "US$", "USD" or "US dollars" are to the lawful currency of the United States of America (the "US", "U.S.", "USA" or the "United States"); references to "S$", "SGD" or "Singapore dollars" are to the lawful currency of the Republic of Singapore; references to "HK$" or "Hong Kong dollars" are to the lawful currency of Hong Kong; references to "Indian rupees" are to the lawful currency of the Republic of India; references to "€" are to "Euros", the lawful currency of certain nations within the European Union ("EU"); references to "Sterling" or "£" are to the lawful currency of the United Kingdom; and references to "Renminbi", "RMB", "CNY" or "CNH" are to the lawful currency of the People's Republic of China ("China" or "PRC"). For the convenience of the reader, unless otherwise specified or the context otherwise requires, this Offering Circular contains translations of some Singapore dollar amounts into US dollars based on the exchange rate of S$1.34 per US$1.00, which was the Bloomberg Generic Price (Mid) (the "Bloomberg Generic Price") for Singapore dollars on 31 March 2025. However, such translations should not be construed as representations that Singapore dollar amounts have been, could have been or could be converted into US dollars at that or any other rate. The Bloomberg Generic Price for Singapore dollars on 16 July 2025 was S$1.28 per US$1.00.

Certain amounts (including percentage amounts) have been rounded for convenience, and as a result, the aggregate of certain figures may not sum to total amounts or equal quotients.

References in this Offering Circular to "Singapore" are to the Republic of Singapore and references to the "Government" are to the Government of Singapore. Singapore has been assigned sovereign ratings of "Aaa" by Moody's, "AAA" by S&P, and "AAA" by Fitch, Inc. Temasek's obligations under the Guarantee are not guaranteed by the Government and the Government has no obligation to Noteholders. See also "Risk factors — Risks related to the Issuer and Temasek — Government ownership of Temasek".

In this Offering Circular, references to "Temasek" mean, as the context requires, Temasek Holdings (Private) Limited individually or Temasek Holdings (Private) Limited and its Investment Holding Companies (as defined below) collectively.

References in this Offering Circular to "Investment Holding Companies" are to Temasek Holdings (Private) Limited's direct and indirect wholly-owned subsidiaries, whose boards of directors or equivalent governing bodies comprise employees or nominees of (1) Temasek Holdings (Private) Limited, (2) Temasek Pte. Ltd., a wholly-owned subsidiary of Temasek Holdings (Private) Limited and/or (3) wholly-owned subsidiaries of Temasek Pte. Ltd. The principal activities of Temasek Holdings (Private) Limited and its Investment Holding Companies are that of investment holding, financing and/or the provision of investment advisory and consultancy services.

References in this Offering Circular to "portfolio companies" are to companies in which Temasek holds an interest, directly and/or indirectly, through one or more Investment Holding Companies. References in this Offering Circular to the "Temasek Group" are to Temasek together with its subsidiaries, taken as a whole, and similarly, references to an entity's "Group" are to that entity together with its subsidiaries, taken as a whole.

"Net Portfolio Value" as at a specified date:

(a) refers to the sum of (i) the market value of investments in publicly-listed securities as at such specified date and (ii) the value of investments in unlisted securities determined as described below, in each case held directly by Temasek or indirectly through an Investment Holding Company, whether such holding is for the short term or the long term; and

(b) takes into account the net amount of other assets and liabilities of Temasek and its Investment Holding Companies,

where, in respect of (a)(ii), the value of investments in unlisted financial assets is based on valuation approaches described in IFRS (as defined below), and the value of investments in unlisted subsidiaries, associates and joint ventures is based on the sum of (1) the proportionate share of the shareholders' equity as set out in the financial statements of the relevant portfolio companies as at their respective financial year ends or latest available financial statements and (2) any premium paid (which collectively can be referred to as the investment's "book value"), net of any subsequent impairment. In the case of unlisted subsidiaries, associates and joint ventures that hold substantial investments in publicly-listed securities, the value of investments in such unlisted subsidiaries, associates and joint ventures will take into account the market value of the underlying publicly-listed securities which they hold.

"Mark to Market (MTM) Net Portfolio Value" as at a specified date refers to Net Portfolio Value as defined above, where, in respect of (a)(ii), the value of unlisted investments is based on valuation approaches such as the investee companies' recent funding rounds, market multiples of comparable public companies or the discounted cash flow model.

In determining the distribution of Temasek's portfolio across sectors and/or geographies, Temasek takes its Net Portfolio Value and attributes such value generally based on the percentage of assets of its portfolio companies in such sectors and/or geographies as derived from the financial statements of such companies or otherwise as provided by such companies. Temasek's short-term investments and the net amount of other assets and liabilities are allocated proportionately across sectors and geographies for the purpose of determining Temasek's portfolio distribution. All references to the distribution of Temasek's Net Portfolio Value by sector and geography or discussions of a proportion of Temasek's Net Portfolio Value being attributed to any particular sector or geography in this Offering Circular refer to the distribution by the estimated underlying assets as described above.

For purposes of determining the composition of Temasek's portfolio by currencies,

(a) the currency in which an investment is denominated is determined as follows:

  (i) in the case of a listed equity security, by the currency in which the listed security is traded;

  (ii) in the case of an unlisted equity security, by the functional currency of the unlisted portfolio company;

  (iii) in the case of a debt security, by the currency of the debt instrument;

  (iv) in the case of a fund investment, by the currency in which the fund is denominated; and

  (v) in the case of an equity derivative, by the currency of the derivative instrument; and

(b) the currencies in which net other assets and liabilities are denominated are determined by the currency of each underlying asset or liability.

To the extent there is a currency hedge in respect of any portion of an asset or liability of Temasek, that hedged portion would be considered to be denominated in the currency to which it is hedged.

In this Offering Circular, references to Temasek's interests in its portfolio companies refer to Temasek's effective interest in such portfolio companies. "Effective interest", when used with respect to a portfolio company, refers to the aggregate of (i) the percentage interest in a portfolio company held directly by Temasek, if any, and (ii) Temasek's proportionate percentage interest in such portfolio company held indirectly through one or more of its subsidiaries computed based on Temasek's percentage interest in any such subsidiary multiplied by such subsidiary's percentage interest in such portfolio company. It does not include (a) Temasek's proportionate percentage interest in such portfolio company held indirectly through one or more of its associates or joint ventures, (b) the trading portfolios of Temasek and/or its subsidiaries and (c) Temasek's liquid investments that are made with the view to be liquidated for cash as needed.

References in this Offering Circular to "sub-20% investments" refer to investments in which Temasek holds a stake of less than 20%.

References in this Offering Circular to "Temasek Bonds" refer to notes that may be issued under the Programme and Temasek Financial (IV) Private Limited's S$5 billion Guaranteed Medium Term Note Programme.

Presentation of financial and other information

The financial statements for the Temasek Group included elsewhere in this Offering Circular are presented on a consolidated basis comprising the financial statements of Temasek and its subsidiaries and their interests in associates and joint ventures. Financial statements for Temasek on an unconsolidated basis are not presented in this Offering Circular and are not publicly available.

The financial statements for the Temasek Group included elsewhere in this Offering Circular are prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and Singapore Financial Reporting Standards (International) ("SFRS(I)"). SFRS(I) is equivalent to IFRS. For more information, see "Management's discussion and analysis of financial condition and results of operations — Basis of preparation of Temasek's consolidated financial statements".

All references in this Offering Circular to "IFRS" are to IFRS as issued by the IASB and SFRS(I) unless otherwise specified.

Summary

The following summary is qualified in its entirety by, and is subject to, the more detailed information and financial statements contained or referred to elsewhere in this Offering Circular, including "Risk factors", "Management's discussion and analysis of financial condition and results of operations", "Business of Temasek" and "Board and management". For a discussion of Net Portfolio Value, see "Certain definitions and conventions" on page viii. To understand the terms of the Notes, investors should carefully read the sections of this Offering Circular entitled "Description of the Notes governed by New York law", "Terms and conditions of the Notes governed by Singapore law" or "Terms and conditions of the Notes governed by English law", as applicable, and the risks of investing in the Notes under "Risk factors" and the relevant Pricing Supplement.

Temasek

Temasek is a global investment company that owns and manages a portfolio of investments covering a range of countries and industry sectors. Temasek has approximately 960 employees across 13 offices in nine countries.

Temasek was incorporated in 1974 under the Singapore Companies Act and is wholly-owned by the Government through the Minister for Finance of Singapore ("MOF"), a body corporate constituted under the Minister for Finance (Incorporation) Act 1959 of Singapore.

Temasek's Net Portfolio Value was S$434 billion (US$324 billion) as at 31 March 2025, compared to S$389 billion and S$382 billion as at 31 March 2024 and 2023, respectively.

As at 31 March 2025, 52% of Temasek's portfolio comprised companies headquartered in Singapore, with 19% in the Americas, 11% in China, 11% in Europe, Middle East & Africa, 5% in India, and 2% in Asia Pacific (excluding Singapore, China & India), based on contribution to Temasek's Net Portfolio Value.

As at 31 March 2025, Temasek's portfolio by underlying country exposure was 27% in Singapore, 24% in the Americas, 18% in China, 12% in Europe, Middle East & Africa, 11% in Asia Pacific (excluding Singapore, China & India) and 8% in India, based on contribution to Temasek's Net Portfolio Value.

As at 31 March 2025, Temasek's top three sectors were transportation & industrials, financial services and telecommunications, media & technology, which comprised 22%, 22% and 20%, respectively, based on contribution to Temasek's Net Portfolio Value.

As at 31 March 2025, Temasek's portfolio segments comprised 41% in Singapore-based Temasek Portfolio Companies ("TPCs"), 36% in Global Direct Investments ("GDIs"), and 23% in Partnerships, Funds, and Asset Management Companies ("PFAs").

Temasek has delivered an annualised Total Shareholder Return of 14% in Singapore dollar terms to its shareholder by market value since its inception to 31 March 2025.

Strategy

As a professionally-managed investment company, Temasek's decisions are guided by business tenets and commercial principles.

Temasek aims to construct a resilient and forward-looking portfolio — one which seeks to withstand exogenous shocks and perform through market cycles — while at the same time capitalising on growth opportunities with the potential for sustainable returns above its risk-adjusted cost of capital over the long term.

Temasek's portfolio comprises three segments — Singapore-based Temasek Portfolio Companies; Global Direct Investments; and Partnerships, Funds, and Asset Management Companies.

Temasek's portfolio also comprises both listed and unlisted assets, including investments in funds. The unlisted portfolio has grown over the years as Temasek invested in attractive opportunities in private markets and benefitted from the increase in the value of its unlisted assets. Temasek's listed and unlisted assets provide it liquidity through divestments, steady dividends from more mature companies and distributions from the portfolio of funds that Temasek has built up over the years. The funds are diversified across geographies, sectors and vintages. Temasek also achieves liquidity from its unlisted portfolio through public listings.

Temasek has full discretion as an owner and investor to reshape and rebalance its investment portfolio. From time to time, it may invest in or divest from selected positions based on its outlook and risk-return appetite. Temasek may take concentrated positions, remain in cash, and/or use derivatives in furtherance of its investment, divestment and portfolio management objectives. It invests across the business lifecycle with investments predominantly in equities. Temasek adopts a long-term view and is prepared to weather short-term volatility. Unlike a fund manager, Temasek does not have any redemption obligations. Temasek also does not have a strategic asset allocation that it needs to rebalance towards, nor specific targets for investing by asset class, country, sector or single name.

Temasek's individual investment and divestment decisions are made using a bottom-up approach, based on Temasek's intrinsic value analysis and risk-return framework.

Temasek is committed to building a sustainable institution. Sustainability is at the core of everything Temasek does – from its mandate to deliver sustainable returns over the long term, to its strategy of how to operate as an institution, shape its portfolio and engage its portfolio companies to build sustainable businesses.

Debt and credit profile

Temasek has been assigned overall corporate credit ratings of "Aaa" by Moody's and "AAA" by S&P. Temasek Bonds are issued under Temasek's MTN programmes (as defined herein) and its Euro-commercial Paper ("ECP") is issued under its ECP Programme (as defined herein). These programmes support Temasek's ability to invest in opportunities with the aim of delivering sustainable returns over the long term, provide Temasek with funding flexibility between long-term and short-term debt, and broaden Temasek's stakeholder base. See also "Risk Factors – Risks related to the Issuer and Temasek – Credit ratings assigned to Temasek are statements of opinion and not investment recommendations".

As at 31 March 2025, Temasek's total debt was S$20.7 billion (US$15.4 billion), which included S$20.2 billion (US$15 billion) of Temasek Bonds, S$0.4 billion (US$0.3 billion) of ECP, and lease liabilities of S$0.1 billion (US$0.1 billion). As at 31 March 2025, total debt was 5% of net portfolio value, total debt was 17% of liquid assets, interest expense was 5% of dividend income and total debt due in 10 years was 17% of liquidity balance. These debt and credit profile data are based on the financial information of Temasek as an investment company to aid investors in assessing Temasek's credit quality. These key indicators are non-IFRS financial measures that may not be comparable to similarly titled metrics of other companies and should not be considered in isolation or as alternatives to the Temasek Group's consolidated financial statements or results. See also "Business of Temasek – Credit Profile".

The Issuer

The Issuer is indirectly, through an Investment Holding Company, a wholly-owned subsidiary of Temasek, and was incorporated under the laws of Singapore on 12 July 2004. It is an Investment Holding Company whose principal activity is financing.

Temasek's principal executive office is located at 60B Orchard Road, #06-18, The Atrium@Orchard, Singapore 238891. Information on Temasek's website, www.temasek.com.sg, does not constitute a part of this Offering Circular and should not be relied upon. The Issuer's principal executive office is located at 60B Orchard Road, #06-18, The Atrium@Orchard, Singapore 238891.

Summary of the Programme

The following general summary does not purport to be complete and is qualified in its entirety by the more detailed information provided elsewhere in this Offering Circular and, in relation to the terms and conditions applicable to a particular series of Notes, by a Pricing Supplement. This summary is derived from and should be read in conjunction with the Programme Agreement and the Indenture, the Singapore Law Trust Deed (as defined herein) or the English Law Trust Deed (as defined herein), as the case may be, relating to the Notes. The terms and conditions of the Programme Agreement and the Indenture, the Singapore Law Trust Deed or the English Law Trust Deed, as the case may be, prevail to the extent of any inconsistency with the terms set out in this section. Words and expressions used in this summary and not otherwise defined shall have the meanings ascribed to such words and expressions appearing elsewhere in this Offering Circular.

Issuer	Temasek Financial (I) Limited
Issuer's Legal Entity Identifier	549300XMGMDF3VRJMF12
Guarantor	Temasek Holdings (Private) Limited
Description	Guaranteed Global Medium Term Note Programme
Arrangers	Citigroup Global Markets Singapore Pte. Ltd., Deutsche Bank AG, Singapore Branch, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch and Morgan Stanley Asia (Singapore) Pte.
Dealers	Citigroup Global Markets Singapore Pte. Ltd., Deutsche Bank AG, Singapore Branch, The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch, Morgan Stanley Asia (Singapore) Pte., Barclays Bank PLC, Singapore Branch, BNP PARIBAS, Crédit Agricole Corporate and Investment Bank, Singapore Branch, DBS Bank Ltd., Goldman Sachs (Singapore) Pte., J.P. Morgan Securities Asia Private Limited, Merrill Lynch (Singapore) Pte. Ltd., Skandinaviska Enskilda Banken AB (publ), Société Générale, Standard Chartered Bank (Singapore) Limited and UBS AG Singapore Branch
Trustee under the Indenture	Deutsche Bank Trust Company Americas (the "New York Trustee")
Paying Agent and Transfer Agent in New York and London under the Indenture	Citibank, N.A., London Branch
Paying Agent in Singapore under the Indenture	Citicorp Investment Bank (Singapore) Limited
Registrar under the Indenture	Citibank, N.A., London Branch (the "New York Registrar")
Trustee under the Singapore Law Trust Deed	DBS Trustee Limited (the "Singapore Trustee")
Issuing and Paying Agent, Paying Agent, Calculation Agent and Transfer Agent in relation to Notes governed by Singapore law	DBS Bank Ltd.
Paying Agent in Singapore in relation to Notes governed by Singapore law	DBS Bank Ltd.
Registrar in relation to Notes governed by Singapore law	DBS Bank Ltd. (the "Singapore Registrar")
Trustee under the English Law Trust Deed	DB Trustees (Hong Kong) Limited (the "English Trustee" and, together with the New York Trustee and the Singapore Trustee, the "Trustees")

Issuing and Paying Agent, Paying Agent, Calculation Agent and Transfer Agent in relation to Notes governed by English law . .	Citibank, N.A., London Branch
Paying Agent in Singapore in relation to Notes governed by English law	Citicorp Investment Bank (Singapore) Limited
Registrar in relation to Notes governed by English law	Citibank, N.A., London Branch (the "English Registrar")
CMU Lodging and Paying Agent, Transfer Agent and Registrar in relation to Notes cleared through the CMU	The Hongkong and Shanghai Banking Corporation Limited (the "CMU Lodging and Paying Agent")
Size	The aggregate principal amount (which in the case of Notes issued at a premium, shall be the aggregate initial offering price, in the case of Notes issued at a discount from their principal amount, shall be their principal amount, in the case of partly paid Notes, shall be the amount of subscription monies paid up at such time, and in the case of Notes denominated in a currency other than US dollars, the equivalent amount in another currency determined in accordance with the Programme Agreement) of Notes outstanding at any time shall not exceed US$25,000,000,000 (or the equivalent in other currencies) which amount may be increased pursuant to the Programme Agreement. As at the date of this Offering Circular, US$500,000,000 aggregate principal amount of 5.375% Guaranteed Debentures due 2039, S$300,000,000 aggregate principal amount of 4.0% Guaranteed Notes due 2029, S$300,000,000 aggregate principal amount of 4.2% Guaranteed Notes due 2039, S$500,000,000 aggregate principal amount of 4.0475% Guaranteed Notes due 2035, £500,000,000 aggregate principal amount of 5.125% Guaranteed Notes due 2040, S$1,000,000,000 aggregate principal amount of 4.2% Guaranteed Notes due 2050, US$500,000,000 aggregate principal amount of 3.375% Guaranteed Notes due 2042, €500,000,000 aggregate principal amount of 1.5% Guaranteed Notes due 2028, US$1,350,000,000 aggregate principal amount of 3.625% Guaranteed Notes due 2028**,** €500,000,000 aggregate principal amount of 0.5% Guaranteed Notes due 2031, €500,000,000 aggregate principal amount of 1.25% Guaranteed Notes due 2049, US$750,000,000 aggregate principal amount of 1.00% Guaranteed Notes due 2030, US$1,000,000,000 aggregate principal amount of 2.25% Guaranteed Notes due 2051, US$1,000,000,000 aggregate principal amount of 2.50% Guaranteed Notes due 2070, US$750,000,000 aggregate principal amount of 1.625% Guaranteed Notes due 2031, US$750,000,000 aggregate principal amount of 2.375% Guaranteed Notes due 2041, US$1,000,000,000 aggregate principal amount of 2.75% Guaranteed Notes due 2061, S$1,500,000,000 aggregate principal amount of 2.8% Guaranteed Notes due 2071, €750,000,000 aggregate principal amount of 3.25% Guaranteed Notes due 2027, €750,000,000 aggregate principal amount of 3.50% Guaranteed Notes due 2033, CNY750,000,000 aggregate principal amount of 3.2% Guaranteed Notes due 2029, CNY400,000,000 aggregate principal amount of 3.35% Guaranteed Notes due 2039,

	CNY450,000,000 aggregate principal amount of 3.4% Guaranteed Notes due 2044, CNY1,000,000,000 aggregate principal amount of 2.75% Guaranteed Notes due 2034 and CNY1,700,000,000 aggregate principal amount of 3.10% Guaranteed Notes due 2054 have been issued under the Programme and remain outstanding.
Distributions	The Notes are being offered from time to time by the Issuer through the Dealers. The Issuer may sell Notes to the Dealers acting as principals for resale to investors or other purchasers and may also sell Notes directly on its own behalf. Notes may be distributed on a syndicated or non-syndicated basis. See "Plan of distribution".
Currencies	Euros, Renminbi, Singapore dollars, Sterling, US dollars and, subject to compliance with all relevant laws, regulations and directives, such other currencies as may be agreed between the Issuer and the relevant Dealers and specified in the relevant Pricing Supplement (each a "Specified Currency"). Each series of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements. See the relevant Pricing Supplement.
Series	Notes will be issued in series, with all Notes in a series having the same maturity date and terms otherwise identical (except in relation to issue dates, interest paid or payable on or prior to the first interest payment date after issuance thereof, issue prices and related matters). The Notes of each series will be interchangeable with all other Notes of that series.
Maturities	The Notes will mature on a date specified in the relevant Pricing Supplement, as selected by the relevant Dealer(s) and agreed to by the Issuer and subject to such other minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the Guarantor or the relevant Specified Currency.
Issue Price	Notes may be issued at an issue price which is at par or at a discount to, or at a premium over, par, and on a fully-paid or partly-paid basis.
Forms of the Notes	Notes may be issued in bearer or in registered form, as specified in the relevant Pricing Supplement. Bearer Notes will not be exchangeable for Registered Notes, and Registered Notes will not be exchangeable for Bearer Notes. Each series of Bearer Notes will initially be represented by a Temporary Global Note or a Permanent Global Note which, in each case, may be deposited on or about the Issue Date with CDP, subject to any restrictions or conditions which may be applicable (as specified in the relevant Pricing Supplement), or with a common depositary for Euroclear, Clearstream, or with a sub-custodian for the CMU or any other agreed clearance system compatible with Euroclear and Clearstream. Interests in a Temporary Global Note will be exchangeable, in whole or in part, as described therein, for interests in a Permanent Global Note from the Exchange Date. Interests in a Permanent Global Note may be exchanged for Definitive Bearer Notes only in the limited circumstances described therein and summarised in

"Form of Notes — Bearer Notes". Any interest in a Temporary Global Note or a Permanent Global Note will be transferable or exchangeable only in accordance with the rules and procedures for the time being of CDP, Euroclear, Clearstream, the CMU and/or any other agreed clearance system, as appropriate. Each series of Bearer Notes shall comply with United States Treasury Regulations §1.163-5(c)(2)(i)(D) or any successor regulation for purposes of Section 4701 of the United States Internal Revenue Code (the "D Rules") unless otherwise stated in the relevant Pricing Supplement. Bearer Notes issued in compliance with the D Rules will be initially represented by a Temporary Global Note.

Each series of Registered Notes, which are sold outside the United States in reliance on Regulation S, will, unless otherwise specified in the relevant Pricing Supplement, be represented by a Regulation S Global Note, which will be deposited on or about the Issue Date with, and registered in the name of, CDP, subject to any restrictions or conditions which may be applicable (as specified in the relevant Pricing Supplement), or deposited with a common depositary for, and registered in the name of a nominee of, Euroclear and Clearstream, or with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, or with a sub-custodian for the CMU. With respect to all offers or sales by a Dealer of an unsold allotment or subscription and in any case prior to the expiry of the Distribution Compliance Period (as defined in "Form of Notes"), beneficial interests in a Regulation S Global Note of such series may be held only through CDP, Euroclear, Clearstream, DTC for the accounts of Euroclear and Clearstream or the CMU. Regulation S Global Notes will be exchangeable for Definitive Registered Notes only in the limited circumstances more fully described in "Annex A — Global clearance and settlement".

Each series of Registered Notes sold to QIBs in compliance with Rule 144A and subject to the transfer restrictions described in "Notice to purchasers and holders of Registered Notes and transfer restrictions" and the relevant Pricing Supplement will, unless otherwise specified in the relevant Pricing Supplement, be represented by a DTC Restricted Global Note, which will be deposited on or about the Issue Date with a custodian for, and registered in the name of a nominee of, DTC. Persons holding beneficial interests in the DTC Restricted Global Notes will be entitled or required, as the case may be, under the circumstances described in the Indenture or the English Law Trust Deed, as the case may be, to receive physical delivery of Definitive Registered Notes.

Notes initially offered and sold in the United States to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act or in a transaction otherwise exempt from registration under the Securities Act and subject to the transfer restrictions described in "Notice to purchasers and holders of Registered Notes and transfer restrictions" and the relevant Pricing Supplement will be issued only as Definitive IAI Registered Notes and will not be represented by a Global Note.

Application will be made to have Notes of any series accepted for clearance and settlement through the facilities of DTC, Euroclear and Clearstream, as appropriate. In addition, application may be made to have the Notes of any series

	accepted for clearance and settlement through CDP or the CMU. See "Annex A — Global clearance and settlement".
Interest Rates	Interest-bearing Notes may be issued either as Fixed Rate Notes or Floating Rate Notes. Interest on Floating Rate Notes may be determined with reference to one or more of the Commercial Paper Rate, the Prime Rate, the CD Rate, the Federal Funds Rate, the Treasury Rate, the CMT Rate, EURIBOR, SOFR, SONIA, SORA or another interest rate basis, each as adjusted by the Spread and/or Spread Multiplier, if any, as set forth in the relevant Pricing Supplement. Interest on Floating Rate Notes may also be determined on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions or the 2021 ISDA Interest Rate Derivatives Definitions, as specified in the relevant Pricing Supplement, each as published by the International Swaps and Derivatives Association, Inc. Any Floating Rate Note may also have a maximum and/or minimum interest rate limitation. See "Description of the Notes governed by New York law", "Terms and conditions of the Notes governed by Singapore law" and "Terms and conditions of the Notes governed by English law". Zero coupon Notes may be issued at their principal amount or at a discount from their principal amount and will not bear interest.
Withholding Tax	All payments in respect of Notes, the Receipts and the Coupons and payments under the Guarantee will be made free and clear of, and will be payable by the Issuer and the Guarantor without withholding or deduction for, or on account of, any taxes, duties, assessments, levies, imposts or other governmental charges ("Taxes") imposed by or for the account of Singapore and, where applicable, certain other jurisdictions (as described in "Description of the Notes governed by New York law — Payments of Additional Amounts", "Terms and conditions of the Notes governed by Singapore law — Taxation" and "Terms and conditions of the Notes governed by English law — Taxation"), except as otherwise required by law. If the Issuer or the Guarantor is required by law to deduct or withhold any such Taxes, the Issuer or the Guarantor will, subject to certain exceptions as described in "Description of the Notes governed by New York law — Payments of Additional Amounts", "Terms and conditions of the Notes governed by Singapore law — Taxation" and "Terms and conditions of the Notes governed by English law — Taxation", be required to pay such additional amounts as are necessary to enable holders of Notes ("Noteholders") not denominated in Singapore dollars to receive, after such deductions or withholding, the amounts they would have received in the absence of such withholding or deductions. No such additional amount shall be payable in relation to Notes denominated in Singapore dollars. See "Description of the Notes governed by New York law — Payments of Additional Amounts", "Terms and conditions of the Notes governed by Singapore law — Taxation" and "Terms and conditions of the Notes governed by English law — Taxation". As set out in "Certain tax considerations — Singapore taxation", payments of interest and other Qualifying Income (as defined therein) derived from any tranche of the Notes which are QDS (as defined therein) are not subject to withholding of tax by the Issuer, subject to the conditions stated in such section.

	In making an investment decision, investors are strongly advised to consult their own professional advisers in respect of the tax implications of holding the Notes. See "Certain tax considerations".
Denominations	Notes will be issued in the denominations indicated in the relevant Pricing Supplement (the "Specified Denomination(s)"), except that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. Unless otherwise stated in the relevant Pricing Supplement, Notes in registered form shall be issued in minimum denominations of (i) US$200,000 (or its equivalent in any other currency) for Notes issued pursuant to Rule 144A or Regulation S and higher integral multiples of US$1,000 (or its equivalent as aforesaid) or (ii) US$250,000 (or its equivalent in any other currency) for Notes issued to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act or in a transaction otherwise exempt from under the Securities Act and higher integral multiples of US$1,000 (or its equivalent as aforesaid). Notes in registered form which have a maturity of less than one year and 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 of the FSMA will have a minimum denomination of £100,000 (or its equivalent in other currencies). In the case of Notes governed by Singapore law and Notes governed by English law, the Issuer may, without the consent of the Trustee, the Noteholders or Couponholders (as defined herein), at any time after any issue of such Notes, (i) reduce the denomination of such Notes into smaller divisible amounts and/or (ii) remove or reduce the minimum denomination requirement in respect of such Notes. See Condition 1 in each of "Terms and conditions of the Notes governed by Singapore law — Form, Denomination and Title" and "Terms and conditions of the Notes governed by English law — Form, Denomination and Title". Prospective purchasers should consider the Issuer's rights with respect to the reduction or removal of the minimum denomination of the Notes after issuance in light of their own internal requirements as to the minimum denominations of securities they may purchase and hold, if any, and legal or other obligations applicable to them.
Change in Obligor	Each of the Issuer and the Guarantor is permitted to consolidate with or merge into any Person, in each case, where the Issuer or the Guarantor, as the case may be, is not the surviving or resulting entity, or convey, transfer, sell or lease, in one transaction or a series of transactions, directly or indirectly, all or substantially all of its property and assets to any Person, so long as the conditions set forth in "Description of the Notes governed by New York law — Consolidation, merger and sale of assets", "Terms and conditions of the Notes governed by Singapore law — Consolidation, Merger and Sale of Assets and Substitution", or "Terms and conditions of the Notes governed by English law — Consolidation, Merger and Sale of Assets and Substitution", as the case may be, are satisfied. The approval from Noteholders is not required if the Issuer or the Guarantor, as the case may be, satisfies such conditions.

Negative Pledge	None.
Cross Default	The terms of the Notes will contain a cross default provision in respect of other indebtedness of the Issuer and the Guarantor.
Redemption	Unless previously redeemed or purchased and cancelled or unless such Note is stated in the relevant Pricing Supplement as having no fixed maturity date, the Notes will be redeemed on their maturity date at the redemption amount specified in the relevant Pricing Supplement (the "Redemption Amount"). The Notes may also be redeemed at the option of the Issuer for certain taxation reasons set forth in "Description of the Notes governed by New York law — Optional tax redemption", "Terms and conditions of the Notes governed by Singapore law — Redemption, Purchase and Options — Redemption for Taxation Reasons" and "Terms and conditions of the Notes governed by English law — Redemption, Purchase and Options — Redemption for Taxation Reasons", as the case may be. The Notes governed by New York law may, unless otherwise specified in the relevant Pricing Supplement, be redeemed at the option of the Issuer in whole or in part at an amount equal to the greater of (i) their Redemption Amount and (ii) the Make Whole Amount (which is an amount determined by discounting the principal amount of the Notes plus all required remaining scheduled interest payments due on such Notes at a rate equal to (a) the yield of Treasury Notes (as defined in "Description of the Notes governed by New York law — Interest and Interest Rates — CMT Rate Notes") of the same maturity plus (b) a spread specified in the relevant Pricing Supplement) in each case, together with accrued but unpaid interest to (but excluding) the date of redemption. The Notes governed by Singapore law and the Notes governed by English law may, unless otherwise specified in the relevant Pricing Supplement, be redeemed at the option of the Issuer in whole or in part at the Optional Redemption Amount, together with interest accrued to the date fixed for redemption. The relevant Pricing Supplement will indicate whether the Notes can otherwise be redeemed prior to their maturity date at the option of the Issuer and/or the Noteholders and, if so, the terms applicable to such redemption.
Redemption by Instalments	The Pricing Supplement issued in respect of each issue of Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Notes may be redeemed.
In the case of Notes denominated in Renminbi — Payment of U.S. Dollar Equivalent	If by reason of Inconvertibility, Non-transferability or Illiquidity (each as defined in Condition 6(i) in the "Terms and conditions of the Notes governed by English law"), or if Renminbi is otherwise not available to the Issuer or the Guarantor as a result of circumstances beyond their control and such unavailability has been independently determined by a Renminbi Dealer (as defined herein), neither the Issuer nor the Guarantor is able or it would be impractical for the Issuer or the Guarantor, as the case may be, to satisfy payments of principal or interest (in whole or in part) in respect of Notes when due in Renminbi in Hong Kong, the Issuer or the Guarantor, as the case may be, may settle any such payment (in whole or in part) in US dollars on the due date

	at the U.S. Dollar Equivalent (as defined in the aforesaid Condition 6(i)) of any such Renminbi denominated amount.
Credit Ratings	The Guarantor has been assigned overall corporate credit ratings of "Aaa" by Moody's and "AAA" by S&P. Each series of Notes issued under the Programme may be rated or unrated. Where a series of Notes is rated, such credit rating will not necessarily be the same as the credit ratings assigned to the Guarantor. A credit rating is a statement of opinion and is not a recommendation to buy, sell or hold the Notes and may be subject to suspension, revision or withdrawal at any time by the assigning credit rating agency.
Status of the Notes	Unless otherwise stated in the relevant Pricing Supplement, the Notes will constitute direct, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* among themselves and at least *pari passu* with all other existing and future unsecured and unsubordinated obligations of the Issuer, other than with respect to obligations which may be preferred by law or rank senior by operation of law.
Guarantee	The Guarantor will fully, unconditionally and irrevocably guarantee to each Noteholder the due payment of all amounts owing from time to time under the Notes. Unless otherwise stated in the relevant Pricing Supplement, the Guarantee of the Notes will constitute a direct, unconditional, unsecured and unsubordinated obligation of the Guarantor and will rank at least *pari passu* with all existing and future unsecured and unsubordinated obligations of the Guarantor (other than with respect to obligations which may be preferred by law or rank senior by operation of law) and senior to all existing and future subordinated obligations of the Guarantor.
Listing of the Notes	Application has been made to the SGX-ST for permission to deal in and quotation of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. Such permission will be granted when such Notes have been admitted to the Official List of the SGX-ST. There is no assurance that the application to the SGX-ST for the listing of the Notes will be approved. If the application to the SGX-ST to list a particular series of Notes is approved, such Notes listed on the SGX-ST will be traded on the SGX-ST in a board lot size of at least S$200,000 (or its equivalent in other currencies). Unlisted series of Notes may also be issued pursuant to the Programme. The Notes may also be listed on such other or further stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s) in relation to each series of Notes. The Pricing Supplement relating to each series of Notes will state whether or not the Notes of such series will be listed on any stock exchange(s) and, if so, on which stock exchange(s) the Notes are to be listed.
Governing Law	Notes denominated in Renminbi will be governed by, and construed in accordance with, the laws of England. Notes denominated in Singapore dollars will be governed by, and construed in accordance with, the laws of Singapore. All other Notes will be governed by, and construed in accordance with, the laws of England, the laws of the State of New York, the laws of Singapore or such other law as specified in the relevant Pricing Supplement and in such Notes. Bearer Notes will be governed by laws other than those of the State of New York. Notes governed by the laws of the State of New York shall be issued under a second amended and restated indenture dated

	as at 18 July 2022 (as may be further amended, supplemented or otherwise modified and in effect from time to time, the "Indenture") among the Issuer, the Guarantor and the New York Trustee. Notes governed by the laws of Singapore shall be issued under a second amended and restated trust deed governed under Singapore law dated 18 July 2022 (as may be further amended, supplemented or otherwise modified and in effect from time to time, the "Singapore Law Trust Deed") among the Issuer, the Guarantor and the Singapore Trustee. Notes governed by the laws of England shall be issued under a second amended and restated trust deed governed under English law dated 18 July 2022 (as may be further amended, supplemented or otherwise modified and in effect from time to time, the "English Law Trust Deed") among the Issuer, the Guarantor and the English Trustee. Notes issued under other laws shall be issued under such instrument(s) as may be appropriate as set out in the relevant Pricing Supplement and in such Notes.
Submission to Jurisdiction	The Issuer has submitted to the non-exclusive jurisdiction of (i) any New York state or US federal court sitting in The City of New York in the Borough of Manhattan for any legal action or proceeding arising out of or relating to the Indenture or Notes governed by the laws of the State of New York and (ii) the courts of England for any legal action or proceeding arising out of or relating to the English Law Trust Deed or Notes governed by the laws of England. The Issuer has also submitted to the jurisdiction of the courts of Singapore for any legal action or proceedings arising out of or in connection with the Singapore Law Trust Deed or Notes governed by the laws of Singapore.
Security Codes	The Common Code and the ISIN number for each Bearer Series of Notes, and the Common Code, ISIN number and the CUSIP numbers for each Registered Series, will be contained in the Pricing Supplement relating thereto. In addition, the Issuer will make an application with respect to any Registered Global Notes to be accepted for deposit by DTC, Euroclear, Clearstream, CDP or the CMU, as the case may be. Notes lodged with a sub-custodian for the CMU, will have a CMU Instrument Number.
Selling Restrictions	The offer and sale of Notes and the delivery of this Offering Circular is restricted in certain jurisdictions. See "Plan of distribution", "Notice to purchasers and holders of Registered Notes and transfer restrictions" and any additional selling and transfer restrictions set out in the relevant Pricing Supplement. Bearer Notes will be issued in compliance with the D Rules unless (i) the relevant Pricing Supplement states that Bearer Notes are issued in compliance with rules in substantially the same form as US Treasury Regulations §1.163-5(c)(2)(i)(C) for purposes of Section 4701 of the United States Internal Revenue Code (the "C Rules") or (ii) Bearer Notes are issued other than in compliance with the D Rules or the C Rules but only in circumstances in which the Notes will not constitute "registration required obligations" for US federal income tax purposes, which circumstances will be referred to in the relevant Pricing Supplement as a transaction to which the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") rules are not applicable.

Risk factors

This Offering Circular contains forward-looking statements that involve risks and uncertainties. All investments carry risks, including investments in the Notes. The following section does not describe all of the risk factors relating to an investment in the Notes. Prospective investors in the Notes should carefully read this Offering Circular in its entirety, including the following risk factors.

Risks related to the Issuer and Temasek

Temasek and its portfolio companies are subject to macroeconomic, political, strategic, financial and operational risks

Temasek and its portfolio companies are subject to macroeconomic, political, strategic, financial and operational risks. See "Business of Temasek — Risk management". In particular, its investment portfolio is subject to investment and market risks as well as concentration risks. Temasek's investment portfolio may be concentrated in certain sectors and geographic regions or in certain individual investments which may or may not be listed. Temasek's investment portfolio profile may change from period to period depending on various factors, including market conditions, investment opportunities and investments and/or divestments undertaken by Temasek.

As described in "Management's discussion and analysis of financial condition and results of operations — Significant factors affecting the Temasek Group's financial condition and results of operations — Global market and economic conditions", there is considerable uncertainty surrounding the global macroeconomic outlook, and the Temasek Group's results of operations could be materially affected by conditions in the global capital markets and the economy generally.

In recent years, the global financial markets have experienced significant volatility as a result of, among other things, political uncertainty and geopolitical tensions. Geopolitical tensions remain a key concern, with intercountry relations becoming more complex. Recent examples include the ongoing conflicts in Ukraine and the Middle East, the implementation of economic security-related legislation, sanctions and trade restrictions in various markets, and heightened tensions between the United States and China as well as other economies. In the US, a range of tariff measures were announced in 2025, and ongoing changes to these tariffs and international responses have resulted in significant volatility in financial markets and economic uncertainty. Risks to the US fiscal outlook could impact both US and global bond markets. Such policies may negatively impact economic activity while pressuring inflation higher and could result in significant repricing of risk premia across asset markets. Over the longer term, heightened geopolitical tensions and continued broader adoption of protectionist measures could lead to further economic fragmentation, resulting in lower growth potential and higher trend inflation. As the environment gets increasingly complex and downside risks rise, episodes of volatility in financial markets could be more frequent and severe.

Downside risks and volatility in the global financial markets have had, and could in the future have, a significant impact on the value of Temasek's portfolio, the value and profitability of Temasek's portfolio companies and, in turn, the Temasek Group's revenue and profitability. In addition, these conditions have had, and could in the future have, a significant impact on the ability of Temasek's portfolio companies to pay dividends or make other distributions or payments to Temasek or may result in investments not generating anticipated returns.

Temasek's consolidated results of operations could be adversely impacted by a decline in the value of its investment securities as Temasek is required to record year-on-year changes in the market value of its sub-20% investments as profits or losses in the Temasek Group's income statement. In such case, Temasek's consolidated shareholder's equity would also be adversely impacted due to the decline in the value of its investment securities. Furthermore, because Temasek has investments in various geographic regions that are denominated in different foreign currencies, Temasek's returns on these investments, including any dividends received from these investments, are subject to foreign exchange rate risks. Fluctuations between these currencies and the Singapore dollar, Temasek's reporting currency, also expose Temasek to translation risk when accounting for these investments in its financial statements. While Temasek adopts a portfolio risk management approach and regularly monitors its portfolio in respect of such risks, these risks are inherent in Temasek's business and cannot be eliminated. Any such risks, if they materialise, may adversely affect the Temasek Group's financial condition and results of operations. Furthermore, any political instability, terrorism or military conflict in the countries or regions in which Temasek invests or globally could materially and adversely affect the Temasek Group's results of operations, financial position and cash flows.

Credit ratings assigned to Temasek are statements of opinion and not investment recommendations

Temasek has been assigned overall corporate credit ratings of "Aaa" by Moody's and "AAA" by S&P. A credit rating is a statement of opinion and is not a recommendation to buy, sell or hold the Notes. While all Notes issued under the Programme to date have been assigned credit ratings of "Aaa" by Moody's and/or "AAA" by S&P, each series of Notes that may be issued under the Programme may be rated or unrated. Credit ratings are subject to suspension, revision or withdrawal at any time. Credit rating agencies may also revise or replace entirely the methodology applied to assign credit ratings. Temasek has been assigned overall corporate credit ratings and may additionally be issued stand-alone credit ratings. No assurance can be given that if Temasek were issued such a stand-alone credit rating, it would be the same as or would not be lower than its overall corporate credit rating. Moreover, no assurances can be given that a credit rating will remain for any given period of time or that a credit rating will not be lowered or withdrawn entirely for any reason. Additionally, Temasek's credit ratings are based on information available to the rating agencies, and there can be no assurance that such information will continue to be available to the rating agencies to enable them to maintain such ratings. Investors should consult their own financial or other professional adviser before making any decisions based on credit ratings. Moody's and S&P have not provided their consent to the inclusion of such information in this Offering Circular and therefore are not liable for information regarding credit ratings contained herein. Neither the Issuer nor Temasek has any obligation under the Notes to inform Noteholders of any such revision, downgrade or withdrawal. A suspension, revision or withdrawal at any time of the credit rating assigned to Temasek, the Programme or the Notes may adversely affect the market price or liquidity of the Notes. Moreover, Temasek's credit ratings do not reflect the potential impact related to market or other risks discussed above relating to the Notes. See "Credit ratings".

Temasek, its Investment Holding Companies and its portfolio companies are exposed to various regulatory and litigation risks

Temasek and its Investment Holding Companies hold investments in many countries. This means Temasek and such entities are subject to different judicial systems and complex legal and regulatory requirements across many jurisdictions, which change from time to time and are becoming increasingly onerous. These include antitrust and competition laws, foreign investment laws, laws on foreign subsidies, and economic sanctions and export control laws, as well as governmental policies relating to the implementation of such laws. Regulatory matters or litigation actions involving Temasek or its Investment Holding Companies or legal and regulatory requirements or restrictions applicable to Temasek or such entities in any jurisdiction may result in significant costs or other losses to Temasek or such entities and may have a material adverse effect on the Temasek Group's financial condition and results of operations.

Temasek's portfolio companies have facilities and provide products and services in many countries around the world. This means Temasek and its portfolio companies are subject to different judicial systems and complex legal and regulatory requirements across many jurisdictions, which change from time to time and are becoming increasingly onerous. These include trade and non-trade barriers, implementation of economic security-related legislation, sanctions and trade restrictions in various markets, introduction of a 15% global minimum tax for certain entities, and laws, regulations and rules relating to environmental, social and governance ("ESG") matters, data privacy and cybersecurity, as well as the risk of regulatory or litigation action by regulators or private parties. Any regulatory or litigation actions against Temasek or its portfolio companies or legal and regulatory requirements or restrictions applicable to Temasek or such entities in any jurisdiction may result in significant costs or other losses to Temasek or such entities and may have a material adverse effect on the Temasek Group's financial condition and results of operations.

Note 37 of the consolidated financial statements of Temasek included elsewhere in this Offering Circular includes more information on examples of regulatory and litigation actions against members of the Temasek Group.

The Issuer is an Investment Holding Company, and Temasek is an investment company that is substantially dependent on the payment of dividends and distributions by its portfolio companies, and cash receipts from disposals of its investments in its portfolio companies

The Issuer is indirectly, through an Investment Holding Company, a wholly-owned subsidiary of Temasek. It is an Investment Holding Company whose principal activity is financing. The Issuer will

provide the proceeds from any issuance of Notes under the Programme to Temasek and its Investment Holding Companies to fund their ordinary course of business, unless otherwise disclosed in the relevant Pricing Supplement.

As Temasek is an investment company incorporated for the purpose of holding and managing its investments both in Singapore and other countries, its operating cash flows and its ability to meet its obligations, including under the Guarantee and funding the Issuer's payment obligations on the Notes, are substantially dependent upon the receipt of funds from its portfolio companies to it in the form of dividends, distributions or otherwise, cash receipts from disposals or divestitures of its investments and its ability to borrow. Temasek's portfolio companies are legally distinct and managed independently from Temasek and these companies have no obligation to make any payments or funds available with respect to Temasek's obligations or any amounts due. Dividends and distributions (if any) are made by Temasek's portfolio companies at their discretion. The ability of Temasek's portfolio companies to pay dividends or make other distributions or payments to Temasek is subject to, among others, availability of profits or funds, restrictions on the payment of dividends contained in each portfolio company's indebtedness and applicable laws and regulations. The Notes contain no covenants that prevent Temasek's portfolio companies from entering into agreements which may restrict their ability to pay dividends or make distributions to Temasek.

Liabilities relating to investments and divestments

In connection with an investment in, or divestment of, an interest in a company, Temasek may be exposed to certain claims or liabilities relating to the subject company (or its ownership interest therein), including without limitation tax or environmental claims or liabilities. There can be no assurance that any such claim or liability would not have a material adverse effect on Temasek's financial condition and results of operations.

Government ownership of Temasek

Temasek is wholly-owned by the Government through MOF. However, as the Government is not obligated to provide financial support to Temasek, Temasek's obligations under the Guarantee are not guaranteed by the Government and the Government has no obligation to Noteholders. There can be no assurance that the Government will provide financial support to Temasek in the event that Temasek is unable to meet its obligations under the Guarantee. In addition, the Government is not obligated to, and there can be no assurance that it will, maintain its current level of ownership in Temasek.

Under the Singapore Companies Act, Temasek's business is managed by or under the direction of its Directors. Notwithstanding that the Government, through MOF as its 100% shareholder, has the capacity to cause a shareholder resolution for the appointment or removal of the Directors of Temasek to be passed, such appointment or removal is subject to safeguards under the Constitution of Singapore (the "Constitution"). See "Annex C — Constitutional safeguards". While the Government, through MOF, has not taken any action to cause any shareholder resolution to be passed by MOF for the removal of any Director of Temasek, subject to applicable laws including the safeguards under the Constitution, there can be no assurance that the Government will not do so in the future in a way that is inconsistent with the interests of Noteholders.

Dependence on the Singapore economy

Any recession or other deterioration in Singapore's economy, changes in taxation or any decline in business, industrial, manufacturing or financial activity in Singapore could materially and adversely affect the Temasek Group's results of operations, financial position and cash flows. See "Management's discussion and analysis of financial condition and results of operations — Significant factors affecting the Temasek Group's financial condition and results of operations — The Singapore economy".

Temasek and its portfolio companies may face risks associated with sustainability matters

There is increasing scrutiny related to sustainability matters from various stakeholders, which at times could result in additional costs or other impacts to Temasek or its portfolio companies' operations or reputations. Sustainability initiatives undertaken by Temasek and its portfolio companies to improve sustainability performance may require considerable investments and may not have the desired results. There is no guarantee that Temasek or its portfolio companies will achieve their sustainability targets or that such targets, if met, will achieve the positive impact intended, either on particular

sustainability matters or as a whole. Addressing sustainability matters often requires the use of estimates, assumptions, methodologies and third-party information, all of which are subject to change from time to time and, ultimately, inherently uncertain. If actual results differ from estimates or assumptions, if methodologies change or prove to be ineffective or if third-party information is inaccurate or incomplete, it may cause statements or actions that Temasek or its portfolio companies take to be inaccurate, inconsistent with past statements or actions or subject to misinterpretation. Stakeholders can have varying or divergent perceptions on sustainability matters, and standards and methodologies for such matters (including for the measuring and reporting of information) continue to evolve. Temasek expects that its and its portfolio companies' practices and approaches regarding sustainability matters will evolve as well, and there can be no assurance that these approaches will align with the expectations of any particular stakeholder. If stakeholders deem Temasek's or its portfolio companies' practices or approaches to sustainability matters to not be appropriate, it may adversely impact reputations or result in additional costs.

Enforceability of civil liabilities under securities laws of jurisdictions outside Singapore, including US federal securities laws

Each of the Issuer and Temasek is incorporated under the laws of Singapore, and all or a significant portion of their assets are located in Singapore and certain other jurisdictions outside the United States and England and Wales. In addition, a majority of their Directors and executive officers, and certain of the parties named in this Offering Circular reside in Singapore, and all or a significant portion of the assets of such persons may be located in Singapore and certain other jurisdictions outside the United States and England and Wales. As a result, it may not be possible for investors to enforce against them or the Issuer or Temasek in courts outside Singapore and outside such other jurisdictions, including US courts and English courts, judgments predicated upon the civil liability provisions of (i) the US federal securities laws or (ii) the securities laws of England and Wales. In particular, investors should be aware that judgments of US courts or English courts based upon the civil liability provisions of (i) the federal securities laws of the United States or (ii) the securities laws of England and Wales may not be enforceable in Singapore courts, and there is doubt as to whether Singapore courts will enter judgments in original actions brought in Singapore courts based solely upon the civil liability provisions of (i) the federal securities laws of the United States or (ii) the securities laws of England and Wales.

Neither Temasek nor the Issuer will be registered under the Investment Company Act

Neither Temasek nor the Issuer will be registered as an investment company under the Investment Company Act and US investors will not be entitled to the benefits of that Act. The Investment Company Act provides certain protections to investors and imposes certain restrictions on registered investment companies, none of which will be applicable to either Temasek or the Issuer or investors in either Temasek or the Issuer.

Application of Singapore insolvency and related laws to the Issuer and the Guarantor may result in a material adverse effect on the Noteholders

There can be no assurance that the Issuer and/or the Guarantor will continue to be able to pay its debts and will not become bankrupt or insolvent or be the subject of judicial management, schemes of arrangement, winding-up or liquidation orders or other insolvency-related proceedings or procedures. In the event of an insolvency or near insolvency of the Issuer and/or the Guarantor, the application of certain provisions of Singapore insolvency and related laws may have a material adverse effect on the Noteholders. Without being exhaustive, below are some matters that could have a material adverse effect on the Noteholders.

Where the Issuer or the Guarantor is insolvent or close to becoming insolvent and the Issuer or, as the case may be, the Guarantor undergoes certain insolvency procedures, there may be a moratorium against actions and proceedings which may apply in the case of judicial management, schemes of arrangement and/or winding-up in relation to the Issuer or, as the case may be, the Guarantor. It may also be possible that if a company related to the Issuer or, as the case may be, the Guarantor proposes a creditor scheme of arrangement and obtains an order for a moratorium, the Issuer or, as the case may be, the Guarantor may also seek a moratorium even if the Issuer or, as the case may be, the Guarantor is not in itself proposing a scheme of arrangement. These moratoriums can be lifted with court permission and in the case of judicial management, with the consent of the judicial manager or with court permission. Accordingly, if for instance there is any need for one or more of the Trustees to bring an action against the Issuer or, as the case may be, the Guarantor, the need to obtain court

permission or the judicial manager's consent may result in delays in being able to bring or continue legal proceedings that may be necessary in the process of recovery.

Further, Noteholders may be made subject to a binding scheme of arrangement where the majority in number (or such number as the court may order) representing at least 75% in value of creditors and the court approve such scheme. In respect of such schemes of arrangement, there are cram-down provisions that may apply to a dissenting class of creditors. The court may notwithstanding a single class of dissenting creditors approve a scheme provided an overall majority in number representing at least 75% in value of the creditors meant to be bound by the scheme have agreed to it and provided that the scheme does not unfairly discriminate and is fair and equitable to each dissenting class and the court is of the view that it is appropriate to approve the scheme. In such scenarios, Noteholders may be bound by a scheme of arrangement to which they may have dissented.

The Insolvency, Restructuring and Dissolution Act 2018 (the "IRD Act") was passed in the Parliament of Singapore ("Parliament") on 1 October 2018 and came into force on 30 July 2020. The IRD Act includes a prohibition against terminating, amending or claiming an accelerated payment or forfeiture of the term under any agreement (including a security agreement) with a company that commences certain insolvency or rescue proceedings (and before the conclusion of such proceedings), by reason only that the proceedings are commenced or that the company is insolvent. This prohibition is not expected to apply to any contract or agreement that is, or that is directly connected with, the Notes. However, it may apply to related contracts that are not found to be directly connected with the Notes.

Risks related to the Notes

Effects of redemption

If any series of Notes is redeemable at the option of the Issuer or is otherwise subject to mandatory redemption, the Notes may be redeemed at a time when prevailing interest rates are relatively low. If this happens, a Noteholder, generally, will not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the redeemed Notes. For this reason, an optional or mandatory redemption feature can affect the market value of the Notes. Whether or not any series of Notes may be redeemed at the option of the Issuer will be specified in the relevant Pricing Supplement.

Transfer restrictions relating to the Notes

The Notes have not been and will not be registered under the Securities Act or the securities or "blue sky" laws of any state of the United States. Noteholders may not offer or sell the Notes in the United States or to, or for the account or benefit of, US persons except as permitted by the terms of the Notes and pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws, or pursuant to an effective registration statement. In addition, the Notes have not been registered under the securities laws of any other country. It is the Noteholder's obligation to ensure that its offers and sales of the Notes in the United States and other countries comply with applicable securities laws and the terms of the Notes. See "Notice to purchasers and holders of Registered Notes and transfer restrictions" and any additional transfer restrictions set out in the relevant Pricing Supplement.

Furthermore, if the US investors of any series of Notes are restricted to QIBs that are also QPs, and Notes are acquired by persons that are not qualified to hold the Notes, such Notes may be subject to provisions requiring forfeiture and/or compulsory transfer. Whether or not such restrictions or forfeiture and/or compulsory transfer provisions apply to any series of Notes will be specified in the relevant Pricing Supplement.

No existing trading market for the Notes

Each new series of Notes will constitute a new class of securities with no established market or prior trading history. While certain of the Notes issued under the Programme may be listed on the SGX-ST, there can be no assurance that a market for such Notes will be available or, if it is available, that it will provide investors with an avenue for liquidity for their investment, nor is there any assurance as to how long such Notes will be listed on the relevant stock exchange or the prices at which they may trade. In particular, the Notes could trade at prices that may be higher or lower than the initial offering price due to many factors, including prevailing interest rates, Temasek's credit profile, the market for similar securities and general macroeconomic and market conditions in Singapore and elsewhere. There is no assurance that Noteholders will be able to sell their Notes at a price which is attractive to them or be able to sell their Notes at all.

A Dealer may agree to make a market for the Notes following an issuance of such Notes. However, such obligations would be subject to limitations, including the ability of securities dealers in making a market for the Notes. Therefore, there can be no assurance that a market for the Notes will develop or be available.

Noteholders seeking to enforce the Guarantee will rank behind creditors of Temasek's Investment Holding Companies and portfolio companies (other than the Issuer)

Although the Noteholders (and other equally ranked creditors) will rank ahead of Temasek's shareholder in terms of payment priority if Temasek becomes insolvent, the Noteholders are not creditors of Temasek's Investment Holding Companies and portfolio companies (other than the Issuer). Generally, claims of creditors, including trade creditors, and claims of preferred shareholders, if any, of such companies will have priority with respect to the assets and earnings of such companies over the claims of Temasek and its creditors, including Noteholders seeking to enforce the Guarantee (that is, the Notes and the Guarantee are structurally subordinated to all and any existing and future liabilities and obligations of such companies). None of the Indenture, the Singapore Law Trust Deed or the English Law Trust Deed, as the case may be, pursuant to which the Notes will be issued contains any restrictions on the ability of Temasek or its Investment Holding Companies and portfolio companies to incur indebtedness.

See also "— Risks Related to the Issuer and Temasek — The Issuer is an Investment Holding Company, and Temasek is an investment company that is substantially dependent on the payment of dividends and distributions by its portfolio companies, and cash receipts from disposals of its investments in its portfolio companies".

Risks relating to Singapore taxation

The Notes to be issued from time to time under the Programme during the period from the date of this Offering Circular to 31 December 2028 are intended to be "qualifying debt securities" for the purposes of the Income Tax Act 1947 of Singapore ("ITA"), subject to the fulfilment of certain conditions more particularly described in "Certain tax considerations — Singapore taxation". However, there can be no assurance that such Notes will continue to enjoy the tax concessions afforded by such designation should the relevant tax laws be amended or revoked at any time.

Risks related to Notes which are linked to "benchmarks"

Interest rates or other types of rates and indices which are deemed to be "benchmarks", such as the Euro Interbank Offered Rate ("EURIBOR"), have been subject to significant regulatory scrutiny and legislative intervention in recent years.

Benchmark regulations in the EU and the UK apply to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark in those respective jurisdictions. These regulations could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of any such regulation. In each case, such changes could, among other things, have the effect of reducing or increasing the rate or level, or affect the volatility of, the published rate or level of the benchmark.

Regulatory reforms or legislative intervention may have the following effect on certain benchmarks: (i) discourage market participants from continuing to administer or contribute to certain benchmarks, (ii) trigger changes in the rules or methodologies used in certain benchmarks, or (iii) lead to the disappearance of the benchmarks. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing a "benchmark".

In accordance with the terms and conditions of the Notes, Notes which reference any affected benchmark may be subject to the adjustment of the interest provisions in certain circumstances, such as the potential elimination of the relevant benchmark. The circumstances which could trigger such adjustments are beyond the Issuer's control. The subsequent use of a replacement benchmark may result in changes to the terms and conditions of the Notes (which could be extensive) and/or interest payments that are lower than or that do not otherwise correlate over time with the payments that could have been made on such Notes if the relevant benchmark remained available in its current form.

The application of any spread adjustments to the Notes intended to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to

investors arising out of the replacement of the relevant benchmark may not achieve this objective. Any such changes may result in the Notes performing differently (which may include payment of a lower interest rate) than if the original benchmark continued to apply. There is no assurance that the characteristics of any replacement benchmark would be similar to the affected benchmark, that any replacement benchmark would produce the economic equivalent of the affected benchmark or would be a suitable replacement for the affected benchmark. The choice of a replacement benchmark is uncertain and could result in the use of risk-free rates (see "—The market continues to develop in relation to risk-free rates (including SOFR, SONIA and SORA) as a reference rate for Floating Rate Notes" for the risks relating to the use of such rates) and/or in the replacement benchmark being unavailable or indeterminable.

In certain circumstances the ultimate fallback of interest for a particular Interest Period may result in the rate of interest for the immediately preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or the initial Rate of Interest. Furthermore, if the Issuer determines it is not able to follow the prescribed steps set out in the terms and conditions of the Notes, the relevant fallback provisions may not operate as intended at the relevant time. Any such consequence could have a material adverse effect on the trading markets for such Notes, the liquidity of such Notes and/or the value of and return on any such Notes.

The terms and conditions of the Notes may require the exercise of discretion by the Issuer, its designee or an independent adviser, as the case may be, and the making of potentially subjective judgments (including as to the occurrence or not of any events which may trigger amendments to the terms and conditions of the Notes) and/or the amendment of the terms and conditions of the Notes without the consent of Noteholders. The interests of the Issuer or those of its designee or the independent adviser, as applicable, in making such determinations or amendments may be adverse to the interests of the Noteholders. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under Notes linked to a benchmark or could have a material adverse effect on the market value or liquidity of, and the amount payable under, such Notes. Investors should consider these matters when making their investment decision with respect to such Notes. Investors should also consult their own independent advisers and make their own assessment about the potential risks imposed by any regulations relating to benchmarks and/or risks arising from any possible cessation or reform of certain reference rates.

Methodologies for the calculation of risk-free rates (including SOFR, SONIA and SORA) as reference rates for Floating Rate Notes may vary and evolve

Risk-free rates, such as SOFR, SONIA and SORA, as reference rates for bonds have become more commonly used as benchmark rates for bonds in recent years. The methodologies to calculate such risk-free rates are not uniform. Different methodologies may result in different interest amounts being determined in respect of otherwise similar securities.

The Issuer may in the future issue securities referencing SOFR, SONIA or SORA that differ materially in respect of interest determination when compared with previous Notes issued under the Programme. Such variations could result in reduced liquidity or increased volatility or might otherwise affect the market price of any Notes that reference a risk-free rate issued under the Programme from time to time.

Investors should consider how any mismatch between applicable conventions for the use of reference rates in the bond, loan and derivatives markets may impact any hedging or other arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SOFR, SONIA, SORA or any related indices.

The administrator of SOFR, SONIA, SORA or any related indices may make changes that could change the value of, or discontinue, SOFR, SONIA, SORA or any related index

The Federal Reserve Bank of New York, Bank of England or Monetary Authority of Singapore (or their respective successors), as administrators of SOFR, SONIA and SORA, respectively, may make methodological or other changes that could change the value of these risk-free rates and/or indices,

including changes related to the method by which such risk-free rates and/or indices are calculated, eligibility criteria applicable to the transactions used to calculate SOFR, SONIA or SORA, or timing related to the publication of SOFR, SONIA or SORA or the related indices. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SOFR, SONIA or SORA or any related index (in which case a fallback method of determining the interest rate on the relevant Notes will apply). The administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate or indices.

An investment in the Notes is subject to payment default risk

An investment in the Notes is essentially a loan of money to the Issuer. An investment in the Notes is subject to payment default risk. Payment default risk is the risk that the Issuer will fail to timely make interest payments when due or principal payments at maturity and thus default on the Notes. The probability of payment default by each issuer is different, depending on, among other things, its financial position, indebtedness and other financial obligations. Some issuers, or their bonds, are rated by credit rating agencies, based on the credit rating agencies' respective assessments of the issuer's quality of assets, cash flows, liquidity positions and other factors. Each credit rating agency has its own proprietary criteria for assessing credit quality. Issuers with higher credit quality are generally regarded to be less likely to default, and thus, all things being equal, generally pay lower interest rates. Conversely, issuers with lower credit quality are generally more likely to pay higher interest rates, because investors are generally regarded as taking on a higher default risk. According to Moody's, the average annual corporate default rates between 2005 and 2024 for issuers with credit ratings of "Aaa", "Aa", "A", "Baa", "Ba", "B" and "Caa" to "C" were 0.00%, 0.03%, 0.06%, 0.20%, 0.57%, 1.69% and 8.06%, respectively. For more information about credit ratings, see "— Risks related to the Issuer and Temasek — Credit ratings assigned to Temasek are statements of opinion and not investment recommendations" and "Credit ratings".

An investment in the Notes is subject to inflation risk

Noteholders may suffer erosion on the return of their investments due to inflation. Noteholders may have an anticipated real rate of return in mind based on expected inflation rates when purchasing the Notes. An unexpected increase in inflation could reduce the real returns, as the principal repayment and interest payments on the Notes may not keep pace with actual inflation.

An investment in the Notes is subject to interest rate risk

Noteholders may suffer unforeseen losses (both realised and unrealised) due to fluctuations in interest rates. In particular, fixed rate Notes may see their price fluctuate due to fluctuations in interest rates. Generally, following a rise in interest rates, prospective purchasers of the Notes in the trading market may have opportunities to instead invest in newly issued notes bearing higher interest rates, which in turn may cause a decrease in demand for the Notes and a fall in the prices of the Notes. The price of the Notes may be similarly affected which may result in a capital loss for Noteholders. There is no assurance that Noteholders will be able to sell their Notes at a price which is attractive to them or be able to sell their Notes at all. Conversely, when interest rates fall, the prices of the Notes and the prices at which the Notes trade may rise. Noteholders may enjoy a capital gain, but interest payments received may be reinvested at lower prevailing interest rates.

Risks related to Notes denominated in Renminbi

Notes denominated in Renminbi may be issued under the Programme. Notes denominated in Renminbi are subject to additional risks, including those discussed below.

Renminbi is not freely convertible; and there are significant restrictions on remittance of Renminbi into and outside the PRC

Renminbi is currently freely convertible without prior approval by the relevant authorities for "current account" items, such as dividends and trade and service-related foreign exchange transactions, by complying with certain procedural requirements, but not for "capital account" items, which include foreign direct investment, capital contributions and loans. Remittance of Renminbi by foreign investors into the PRC for the settlement of capital account items is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities and is subject to monitoring.

There is no assurance that the PRC government will continue to liberalise control over cross-border Renminbi remittances in the future, that the existing schemes for Renminbi cross-border utilisation will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or prohibiting the remittance of Renminbi into or outside the PRC.

In the event that Temasek decides to remit some or all of the proceeds from any issuance of Notes under the Programme into the PRC in Renminbi, its ability to do so will be subject to obtaining all necessary approvals from, and/or registration or filing with, the relevant PRC government authorities. There is no assurance that the necessary approvals from, and/or registration or filing with, the relevant PRC government authorities will be obtained at all or, if obtained, they will not be revoked or amended in the future.

Temasek may need to source Renminbi offshore to finance Temasek's obligations under Notes denominated in Renminbi, including in the event that Temasek does remit some or all of the proceeds into the PRC in Renminbi and Temasek subsequently is not able to repatriate funds out of the PRC in Renminbi, and Temasek's ability to do so will be subject to the overall availability of Renminbi outside the PRC.

There is limited availability of Renminbi outside the PRC

The onshore Renminbi is the only official currency of the PRC and is used in all financial transactions between individuals, state and corporations in the PRC. The offshore Renminbi is regulated jointly by the Hong Kong Monetary Authority and the People's Bank of China ("PBOC"). While onshore Renminbi and offshore Renminbi represent a single currency, they are traded in different and separated markets, they do not necessarily have the same exchange rate, and their movement may not be in the same direction. The two RMB markets operate independently and the flow between them is highly restricted.

The current size of Renminbi-denominated financial assets outside the PRC is limited. The PBOC has entered into agreements ("Settlement Arrangements") on the clearing of Renminbi business with financial institutions ("Renminbi Clearing Banks") in a number of financial centres and cities, including Hong Kong and Singapore.

There are restrictions imposed by the PBOC on cross-border Renminbi settlement by financial institutions that are authorised to provide RMB clearing and settlement services through Renminbi Clearing Banks ("participating banks"), such as those relating to direct transactions with PRC enterprises. Furthermore, the participating banks do not have direct Renminbi liquidity support from the PBOC. Each Renminbi Clearing Bank may request for indirect liquidity support by the PBOC through trading in the inter-bank market in the PRC, or accept liquidity support from the local monetary regulating authority (for example, the Monetary Authority of Singapore ("MAS") in the case of Singapore) obtained via currency swaps between such local monetary regulating authority and the PBOC, for the purpose of meeting the Renminbi needs of the participating banks in the same jurisdiction as the Renminbi Clearing Bank for Renminbi-denominated transactions. Renminbi Clearing Banks only have access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions and they are not required to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, participating banks will need to source Renminbi from outside the PRC to square such open positions.

The depth, size and growth of the offshore Renminbi market is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated in the future or Settlement Agreements will not be terminated or amended in the future, which could have the effect of restricting the availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may adversely affect the liquidity of the Notes. To the extent the Issuer or Temasek, as the case may be, is required to source Renminbi in the offshore market to service the Notes, there is no assurance that it will be able to source such Renminbi on satisfactory terms, if at all.

Investment in Notes denominated in Renminbi is subject to exchange rate risks

The value of Renminbi against the US dollar and other currencies is affected by changes in the PRC and international political and economic conditions and by many other factors and may fluctuate. Subject to the option of the Issuer or Temasek, as the case may be, to pay amounts in US dollars by reason of Inconvertibility, Non-transferability or Illiquidity as further described in Condition 6(i) in the "Terms and conditions of the Notes governed by English law", all payments of interest and principal will

be made with respect to the Notes in Renminbi. As a result, the value of these Renminbi payments in US dollars or other applicable currencies terms may vary with the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the US dollar or other foreign currencies, the value of investments in US dollars or other applicable currencies will decline. Depreciation of the Renminbi against such currency could cause a decrease in the effective yield of the Renminbi Notes below their stated coupon rates and could result in a loss when the return on Notes denominated in Renminbi is translated into such currency. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in Notes denominated in Renminbi.

Payments in respect of Notes denominated in Renminbi will only be made to investors in the manner specified in the Notes

Investors may be required to provide certifications and other information (including Renminbi account information) in order to be allowed to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in Hong Kong.

All payments to investors in respect of Notes denominated in Renminbi will be made solely by (i) when Notes are represented by a global certificate deposited with a sub-custodian for the CMU, transfer to a Renminbi bank account maintained in Hong Kong in accordance with prevailing CMU rules and procedures, or (ii) when Notes are in definitive form, 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 in bank notes, by cheque or draft or by transfer to a bank account in the Chinese Mainland). While Notes denominated in Renminbi are represented by a global certificate deposited with a sub-custodian for the CMU, investors will be able to trade their beneficial interests only through the CMU. A holder of a beneficial interest in such a global certificate must rely on the procedures of the CMU to receive payments under the Notes. Holders of beneficial interests in a global certificate will not have a direct right to vote in respect of the Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the CMU to appoint appropriate proxies.

Temasek cannot be required to make payment by any other means (including, subject to Condition 6(i) in the "Terms and conditions of the Notes governed by English Law", in any other currency (unless specified in the relevant Pricing Supplement) or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

Use of proceeds

The net proceeds arising from the issuances of Notes under the Programme (after deduction of underwriting fees, discounts and commissions and other expenses incurred by the Issuer associated with the Programme) will be provided by the Issuer to Temasek and its Investment Holding Companies to fund their ordinary course of business, unless otherwise disclosed in the relevant Pricing Supplement.

Capitalisation

The following table sets forth the Temasek Group's capitalisation as at 31 March 2025. The information presented in Singapore dollars has been extracted from the consolidated financial statements of Temasek as at 31 March 2025.

	As at 31 March 2025	
	(S$ million)	**(US$ million)(1)**
Long-term debt		
Total long-term debt*	138,174	103,115
Total equity		
Equity attributable to equity holder of Temasek	378,204	282,241
Non-controlling interests	54,470	40,649
Total equity	432,674	322,890
Capitalisation	570,848	426,005

Note:

* See note 29 *Borrowings* of Temasek's consolidated financial statements included elsewhere in this Offering Circular.

(1) Translated using the Bloomberg Generic Price for Singapore dollars of S$1.34 per US$1.00 on 31 March 2025, giving effect to rounding where applicable.

Selected financial and other data

The following tables set forth selected financial data for the Temasek Group as at and for the years ended 31 March 2023, 2024 and 2025. The selected financial data for the Temasek Group as at and for the years ended 31 March 2023, 2024 and 2025 should be read in conjunction with the consolidated financial statements of Temasek and the related notes thereto included elsewhere in this Offering Circular.

The consolidated financial statements of Temasek included elsewhere in this Offering Circular have been prepared in accordance with IFRS.

The Temasek Group adopted new and amended IFRS and interpretations to IFRS that were mandatory for application for the year ended 31 March 2025. The effects of adoption of the new accounting standards are disclosed in note 2.5 of Temasek's consolidated financial statements included elsewhere in this Offering Circular. Also see "Management's discussion and analysis of financial condition and results of operations — Basis of preparation of Temasek's consolidated financial statements".

Solely for the convenience of the reader, the Singapore dollar amounts as at and for the year ended 31 March 2025 have been translated to U.S. dollars using the Bloomberg Generic Price for Singapore dollars of S$1.34 per US$1.00 on 31 March 2025, giving effect to rounding where applicable. For additional information regarding convenience translations in this Offering Circular, see "Certain definitions and conventions" on page viii.

Selected income statement data

	Year ended 31 March			
	2023	2024	2025	2025
		(S$ million)		(US$ million)
Revenue	167,388	156,837	169,414	126,428
Cost of sales	(130,424)	(116,684)	(126,631)	(94,501)
Gross profit	36,964	40,153	42,783	31,927
Other income, net	(10,632)	6,785	20,631	15,396
Selling and distribution expenses	(3,393)	(3,454)	(3,459)	(2,581)
Administrative expenses	(10,358)	(11,212)	(12,880)	(9,612)
Finance expenses	(6,167)	(7,663)	(7,956)	(5,937)
Other expenses	(14,099)	(18,825)	(15,646)	(11,676)
Share of profit of associates, net of tax	4,674	2,777	5,248	3,916
Share of profit of joint ventures, net of tax	2,771	2,287	3,617	2,699
(Loss)/profit before tax	(240)	10,848	32,338	24,132
Tax expense	(3,293)	(1,982)	(3,577)	(2,669)
(Loss)/profit for the year	(3,533)	8,866	28,761	21,463
Profit attributable to non-controlling interests	(3,799)	(3,486)	(5,266)	(3,929)
(Loss)/profit attributable to equity holder of Temasek	(7,332)	5,380	23,495	17,534

Selected statement of comprehensive income data

	Year ended 31 March			
	2023	2024	2025	2025
		(S$ million)		(US$ million)
(Loss)/profit for the year	(3,533)	8,866	28,761	21,463
Other comprehensive income/(loss)				
Net change in fair value, net of tax, of equity investments at fair value through other comprehensive income	(96)	264	376	281
Cash flow hedges, net of tax	3,491	1,502	(870)	(649)
Translation differences	(6,499)	(1,617)	(106)	(79)
Others, net[(1)]	(3,269)	449	142	106
Total comprehensive (loss)/income for the year	(9,906)	9,464	28,303	21,122
Total comprehensive income attributable to non-controlling interests	(1,271)	(2,516)	(4,960)	(3,702)
Total comprehensive (loss)/income attributable to equity holder of Temasek	(11,177)	6,948	23,343	17,420

Note:

(1) Comprises share of associates' and joint ventures' reserves; disposal of investments in subsidiaries, with loss of control; disposal or dilution of investments in associates and joint ventures; and others, net.

Selected balance sheet data

	As at 31 March			
	2023	2024	2025	2025
		(S$ million)		(US$ million)
Non-current assets				
Property, plant and equipment	78,434	81,099	85,175	63,563
Right-of-use assets	14,266	14,577	14,004	10,451
Intangible assets	41,535	38,433	38,855	28,996
Biological assets	449	453	525	392
Associates	74,068	68,753	75,012	55,979
Joint ventures	27,479	32,335	32,210	24,037
Financial assets	171,997	171,897	203,314	151,727
Derivative financial instruments	2,232	1,472	1,223	913
Investment properties	67,843	63,697	63,121	47,105
Deferred tax assets	2,073	2,487	2,675	1,996
Other non-current assets	4,611	5,461	6,412	4,785
	484,987	480,664	522,526	389,944
Current assets	169,025	180,919	177,181	132,225
Total assets	654,012	661,583	699,707	522,169
Equity attributable to equity holder of Temasek				
Share capital	82,702	86,479	89,440	66,746
Other reserves	14,336	14,592	14,692	10,964
Fair value reserve	(192)	422	1,142	852
Hedging and cost of hedging reserve	(1,324)	476	(72)	(54)
Currency translation reserve	(11,398)	(11,777)	(12,080)	(9,015)
Accumulated profits	262,401	264,409	285,082	212,748
	346,525	354,601	378,204	282,241
Non-controlling interests	53,646	54,488	54,470	40,649
Total equity	400,171	409,089	432,674	322,890
Non-current liabilities				
Borrowings	135,298	129,890	138,174	103,115
Derivative financial instruments	1,831	1,208	1,204	899
Provisions	1,482	1,379	1,332	994
Deferred income and liabilities	2,414	2,729	3,144	2,346
Deferred tax liabilities	8,705	9,071	9,444	7,048
Other non-current liabilities	6,905	7,104	7,745	5,780
	156,635	151,381	161,043	120,182
Current liabilities	97,206	101,113	105,990	79,097
Total liabilities	253,841	252,494	267,033	199,279
Total equity and liabilities	654,012	661,583	699,707	522,169

Selected cash flow statement data

	Year ended 31 March			
	2023	2024	2025	2025
		(S$ million)		(US$ million)
Net cash flows from operating activities	28,013	20,996	19,139	14,283
Net cash flows used in investing activities	(8,966)	(8,869)	(26,922)	(20,091)
Net cash flows used in financing activities	(9,665)	(11,222)	(6,064)	(4,525)
Net increase/(decrease) in cash and cash equivalents	9,382	905	(13,847)	(10,333)
Cash and cash equivalents at the beginning of the year	75,436	83,604	84,288	62,901
Effects of exchange rate changes	(1,214)	(221)	(276)	(206)
Cash and cash equivalents at the end of the year	83,604	84,288	70,165	52,362

Other financial data

	As at and for the year ended 31 March			
	2023	2024	2025	2025
	(S$ million, except ratios and percentages)			(US$ million, except ratios and percentages)
Net profit excluding unrealised mark-to-market ("MTM") gains or losses[1]	14,741	8,786	17,184	12,824
Adjusted EBITDA[2]	38,439	32,568	45,113	33,666
Adjusted EBITDA interest coverage[3]	6.2	4.3	5.7	5.7
Net debt[4]	78,532	76,318	98,682	73,643
Net debt/Adjusted EBITDA[5]	2.0	2.3	2.2	2.2
Net debt/capital[6] (%)	16.4	15.7	18.6	18.6

Notes:

(1) As required by IFRS 9 *Financial Instruments*, Temasek records year-to-year changes in the market value of sub-20% investments as profits or losses in its income statement. To facilitate year-to-year comparisons of Temasek's net profit without the impact of fluctuations in the market value of sub-20% investments, additional non-IFRS information on "net profit excluding unrealised MTM gains or losses" is included in this Offering Circular and in note 42 of Temasek's consolidated financial statements included elsewhere in this Offering Circular.

Net profit excluding unrealised MTM gains or losses is not determined in accordance with IFRS as IFRS does not prescribe the computation methodology of net profit excluding unrealised MTM gains or losses. Net profit excluding unrealised MTM gains or losses of the Temasek Group is computed by removing unrealised MTM gains or losses on sub-20% investments held at the end of the year from profit/(loss) attributable to equity holder of Temasek. Net profit excluding unrealised MTM gains or losses of the Temasek Group is presented as an additional measure because management believes it facilitates year-to-year comparisons of the Temasek Group's net profit without the impact of fluctuations in the market value of sub-20% investments. Net profit excluding unrealised MTM gains or losses of the Temasek Group may not be comparable to similarly titled measures of other companies that may determine such similarly titled measures differently. It should not be considered in isolation or as an alternative to net profit as an indicator of operating performance.

Reconciliation of (loss)/profit attributable to equity holder to net profit excluding unrealised MTM gains or losses:

	Year ended 31 March			
	2023	2024	2025	2025
		(S$ million)		(US$ million)
(Loss)/profit attributable to equity holder of Temasek	(7,332)	5,380	23,495	17,534
Add: Unrealised MTM losses on sub-20% investments* / Less: Unrealised MTM (gains) on sub-20% investments*	22,073	3,406	(6,311)	(4,710)
Net profit excluding unrealised MTM gains or losses	14,741	8,786	17,184	12,824

* Represents unrealised MTM gains or losses of fair value through profit or loss ("FVTPL") non-trading investments held at the end of the year. For more information, see note 42 of the consolidated financial statements of Temasek included elsewhere in this Offering Circular.

(2) Adjusted EBITDA is not determined in accordance with IFRS as IFRS does not prescribe the computation methodology of Adjusted EBITDA. Adjusted EBITDA of the Temasek Group is defined as profit/(loss) for the year before finance expenses, tax expense, depreciation of property, plant and equipment, depreciation of right-of-use assets and amortisation of intangible assets, and excluding unrealised MTM gains or losses on sub-20% investments held at the end of the year. Adjusted EBITDA of the Temasek Group may not be comparable to that of other companies that may determine Adjusted EBITDA differently. Adjusted EBITDA of the Temasek Group is presented as an additional measure because management believes that some investors find it to be a useful tool for measuring the Temasek Group's ability to fund capital expenditures or to service debt obligations. It should not be considered in isolation or as an alternative to net profit as an indicator of operating performance or as an alternative to cash flows as a measure of liquidity.

Reconciliation of (loss)/profit for the year to Adjusted EBITDA:

	Year ended 31 March			
	2023	2024	2025	2025
		(S$ million)		(US$ million)
(Loss)/profit for the year	(3,533)	8,866	28,761	21,463
Add: Finance expenses	6,167	7,663	7,956	5,937
Add: Tax expense	3,293	1,982	3,577	2,669
Add: Depreciation of property, plant and equipment	7,130	7,199	7,590	5,665
Add: Depreciation of right-of-use assets	2,020	2,072	2,117	1,580
Add: Amortisation of intangible assets	1,289	1,380	1,423	1,062
Add: Unrealised MTM losses on sub-20% investments* / Less: Unrealised MTM (gains) on sub-20% investments*	22,073	3,406	(6,311)	(4,710)
Adjusted EBITDA	38,439	32,568	45,113	33,666

* Represents unrealised MTM gains or losses of FVTPL non-trading investments held at the end of the year. For more information, see note 42 of the consolidated financial statements of Temasek included elsewhere in this Offering Circular.

(3) Adjusted EBITDA interest coverage is calculated by dividing Adjusted EBITDA by finance expenses.

(4) Net debt is not determined in accordance with IFRS as IFRS does not prescribe the computation methodology of net debt. Net debt of the Temasek Group is computed by subtracting cash and cash equivalents (excluding bank overdrafts) from total debt. Net debt of the Temasek Group may not be comparable to that of other companies that may determine net debt differently. Net debt of the Temasek Group is presented as an additional measure because management believes that some investors find it to be a useful tool for assessing the Temasek Group's net debt position. It should not be considered in isolation or as an alternative to total debt as a measure of the Temasek Group's total debt obligations.

Reconciliation of total debt to net debt:

	As at 31 March			
	2023	2024	2025	2025
		(S$ million)		(US$ million)
Total debt*	162,396	161,005	169,597	126,565
Less: Cash and cash equivalents (excluding bank overdrafts)	(83,864)	(84,687)	(70,915)	(52,922)
Net debt	78,532	76,318	98,682	73,643

* See note 29 *Borrowings* of Temasek's consolidated financial statements included elsewhere in this Offering Circular. This figure includes bank overdrafts.

(5) Net debt/Adjusted EBITDA is calculated by dividing net debt by Adjusted EBITDA.

(6) Net debt/capital is calculated by dividing net debt by the sum of net debt and total equity expressed as a percentage.

Management's discussion and analysis of financial condition and results of operations

The following discussion and analysis should be read in conjunction with the consolidated financial statements of Temasek and the related notes thereto for the years ended 31 March 2023, 2024 and 2025 included elsewhere in this Offering Circular.

As the Temasek Group's results of operations may be materially affected by conditions in the global capital markets and the economy generally, Temasek has taken note of prevailing macroeconomic and market conditions in major economies as described in "— Significant factors affecting the Temasek Group's financial condition and results of operations — Global market and economic conditions" and "Risk factors — Risks related to the Issuer and Temasek — Temasek and its portfolio companies are subject to macroeconomic, political, strategic, financial and operational risks". For the avoidance of doubt, Temasek is an investment company and its portfolio companies are guided and managed by their respective boards and management. Temasek does not direct their business decisions or operations. Accordingly, Temasek does not have the necessary information that would put it in a position to provide disclosure on any current, future or past trends, uncertainties, demands, commitments or events which may have a material effect on the net sales or revenues, profitability, liquidity or capital resources of any such portfolio company or the extent to which such portfolio company's performance may affect the Temasek Group as a whole in this Offering Circular. Consequently, the financial information disclosed in this Offering Circular is not necessarily indicative of the future operating results or financial condition of any such portfolio company or the extent to which such portfolio company's performance may affect the Temasek Group as a whole.

Overview

The Temasek Group had total assets of S$700 billion (US$522 billion) as at 31 March 2025. The Temasek Group generated revenue of S$169 billion (US$126 billion) and profit attributable to equity holder of Temasek of S$23 billion (US$17 billion) for the year ended 31 March 2025.

Significant factors affecting the Temasek Group's financial condition and results of operations

Global market and economic conditions

The Temasek Group's results of operations could be materially affected by conditions in the global capital markets and the economy generally.

The global economy has continued to be resilient. In the first quarter of 2025, global gross domestic product ("GDP") expanded 3.4% year-on-year, a slight acceleration compared to the 3.3% growth registered in the fourth quarter of 2024. While sentiment indicators have deteriorated meaningfully amid an escalation in trade and policy uncertainty, particularly since early April 2025, high frequency activity data continue to point to firm economic growth. Some of this resilience may be explained by a frontloading of purchases before key tariff deadlines, evidenced by US import data, as well as export data from key trading partners with the US. While recession risks declined following an easing of trade tensions since mid-May 2025, most notably between US and China, the global economy is projected to see growth moderate in the second half of 2025. It is likely that the US will still have to navigate challenging growth-inflation trade-offs, with the US Federal Reserve expected to cut the policy rate more gradually against higher inflation and potential expansionary fiscal policy. In the Euro Area, trade uncertainty introduces growth headwinds, although both fiscal and monetary policy support are likely to provide some offset. Meanwhile, China appears on track to achieve its growth target of 5%, though there may be challenges from trade tariffs. In emerging markets outside of China, export-dependent economies could see trade activity decelerate meaningfully in the second half of 2025, while domestic-oriented economies are still expected to see healthy GDP growth, particularly with more policy support. The International Monetary Fund expects global growth of 2.8% in 2025, decelerating from 3.3% in 2024. Against this backdrop, global equities as measured by the MSCI AC World Index rose 9.1% (on a US dollar basis) over the first six months of 2025, following a 15.7% rally in 2024.

There is considerable uncertainty over the global outlook. A re-escalation of trade tensions is a key downside risk, which has implications for both the near and medium-term. Over the medium-term, further fragmentation or a reversal of global economic integration could lead to lower growth potential and higher

trend inflation. Risks to the US fiscal outlook could impact both US and global bond markets. Geopolitical tensions remain a key concern, with intercountry relations becoming more complex. As the environment gets increasingly complex and downside risks rise, episodes of volatility in financial markets could be more frequent and severe. There can be no certainty of how long these current economic conditions will continue, whether they will deteriorate further, and which of Temasek's portfolio companies may be adversely affected. Temasek's investment portfolio has some concentrated exposure to a few industry sectors and geographic regions. See "Business of Temasek — Risk Governance — Investment Risk".

Temasek's consolidated results of operations could be adversely impacted by a decline in the value of its investment securities as Temasek is required to record year-on-year changes in the market value of its sub-20% investments as profits or losses in the Temasek Group's income statement. In such case, Temasek's consolidated shareholder's equity would also be adversely impacted due to the decline in the value of its investment securities. To facilitate year-to-year comparisons of the Temasek Group's net profit without the impact of fluctuations in the market value of sub-20% investments, additional non-IFRS information on "net profit excluding unrealised MTM gains or losses" is included in this Offering Circular and in note 42 of Temasek's consolidated financial statements included elsewhere in this Offering Circular.

Temasek's investments are typically denominated in the local currency of the countries in which the investments are made. Accordingly, Temasek's returns on these investments, including any dividends received from these investments, are subject to foreign exchange rate risks. Furthermore, fluctuations between these currencies and the Singapore dollar, Temasek's reporting currency, expose Temasek to translation risk when accounting for these investments in its financial statements.

Factors such as consumer spending, business investment, government spending, the volatility and strength of the capital markets and inflation all affect the business and economic environment and, ultimately, the value and profitability of Temasek's portfolio companies. Negative trends in these factors could lead to declines in the Temasek Group's revenue and profit. In the event of extreme prolonged market events, such as the global financial crisis, the Temasek Group could incur significant losses.

The Singapore economy

The Temasek Group's results of operations could also be materially affected by economic conditions in Singapore.

Singapore has an export-oriented economy and is a regional business and financial centre with GDP of S$731.4 billion at current market prices for the 12 months ended 31 December 2024, which is equivalent to GDP per capita of S$121,161 at current market prices. The following table shows the annual rates of growth in Singapore's GDP from 2015 to 2024 based on 2015 market prices.

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Singapore GDP growth (%)	3.0	3.7	4.5	3.5	1.3	(3.8)	9.8	4.1	1.8	4.4

Source: Singapore Department of Statistics

Singapore's economy expanded by a strong 4.4% in 2024, led by a recovery in manufacturing and trade-related services. The manufacturing sector expanded 4.2%, reversing the 2.7% contraction in 2023, while trade-oriented services sectors including wholesale trade, transportation and storage saw growth accelerate in 2024 relative to the preceding year. Singapore's services sector was also supported by strength in modern services segments, particularly finance and insurance, as well as information and communications. Construction activity grew 4.5% in 2024, still firm, albeit slowing from the 5.8% in 2023.

The Singapore economy is expected to register growth of 0% to 2.0% in 2025, according to Singapore's Ministry of Trade and Industry ("MTI"). It expects growth of outward-oriented sectors to slow over the course of 2025, in large part due to trade uncertainty and tariffs, which are expected to adversely affect the manufacturing sector given its export exposure, as well as slowing growth in major global end-markets. This is expected to adversely impact wholesale trade, shipping and air cargo services. MTI also expects activity to moderate in the finance and insurance sectors on the back of weaker trading activity. The weaker business backdrop is also expected to weigh on corporate discretionary spending, which in turn may dampen the growth of the information and communications and professional services sectors. In contrast, MTI sees transport engineering as a bright spot, especially given the shift towards aircraft maintenance, repair and overhaul works that are higher value-added in Singapore.

Inflation in Singapore has decelerated substantially, against weaker demand-pull pressures, as well as base effects from the goods and services tax hike last year. MAS expects price pressures to remain muted amid the weakening economic outlook. On the external front, imported inflation is expected to be modest, while domestic unit labour cost increases are also expected to moderate. The outlook for inflation is also dampened by softer domestic consumer spending and enhanced government subsidies. The central bank projects both headline and core inflation to average 0.5% to 1.5% in 2025.

Investments and divestments by Temasek

Temasek and/or its subsidiaries may invest and/or divest their investment interests in a range of companies from time to time. Temasek may invest directly or co-invest with partners. These investments may take the form of majority or minority stakes or joint ventures. Investments and divestments by Temasek and/or its subsidiaries may affect the comparability of the Temasek Group's historical results of operations between periods, and future investments or divestments by Temasek and/or its subsidiaries may affect the Temasek Group's financial condition and results of operations and the comparability of historical results of operations with future periods.

Basis of preparation of Temasek's consolidated financial statements

Basis of preparation

The consolidated financial statements of Temasek in this Offering Circular have been prepared in accordance with IFRS.

Temasek's consolidated financial statements include the financial data of Temasek and its subsidiaries as at and for the years ended 31 March 2023, 2024 and 2025, except for companies that have different financial year ends, which have been consolidated on the basis of their audited financial statements for the years ended 31 December 2022, 2023 and 2024, respectively. For companies that have different financial year ends, Temasek has evaluated the significance of transactions that occurred between the end of such companies' financial year ends and 31 March 2023, 2024 and 2025, as appropriate, and, where necessary, made adjustments to the consolidated financial statements in accordance with IFRS 10 *Consolidated Financial Statements* and *IAS 28 Investments in Associates and Joint Ventures*.

Adoption of new and amended IFRS and interpretations to IFRS for the year ended 31 March 2025

Temasek adopted new and amended IFRS and interpretations to IFRS that were mandatory for application for the year ended 31 March 2025.

For a further discussion of material accounting policies of Temasek and its subsidiaries, see notes 2.5 and 3 of Temasek's consolidated financial statements included elsewhere in this Offering Circular.

Critical estimates and judgements

Preparation of financial statements requires the Temasek Group to make estimates and judgements. These estimates and judgements are more fully described in note 4 "Critical accounting estimates, assumptions and judgements" of the consolidated financial statements of Temasek included elsewhere in this Offering Circular.

Overview of results of operations

Both for internal management review and for the purposes of this discussion, the Temasek Group aggregates certain income statement line items under net expenses and share of profit of associates and joint ventures, net of tax, as described below. Management believes this classification enables a more meaningful analysis of the Temasek Group's expenses, equity-accounted interests and overall results of operations.

The following table sets forth selected income statement data for the Temasek Group for the years indicated.

	Year ended 31 March		
	2023	2024	2025
		(S$ million)	
Revenue	167,388	156,837	169,414
Net expenses	(175,073)	(151,053)	(145,941)
Share of profit of associates and joint ventures, net of tax	7,445	5,064	8,865
(Loss)/profit before tax	(240)	10,848	32,338
Tax expense	(3,293)	(1,982)	(3,577)
(Loss)/profit for the year	(3,533)	8,866	28,761
Profit attributable to non-controlling interests	(3,799)	(3,486)	(5,266)
(Loss)/profit attributable to equity holder of Temasek	(7,332)	5,380	23,495

Certain information in the following sections with respect to Temasek's key portfolio companies is based on such companies' audited financial statements. At the Temasek Group level, in connection with the preparation of Temasek's consolidated financial statements, Temasek may make certain consolidation adjustments, including but not limited to reclassification of certain income or expenses to align to the Temasek Group's classification and alignment of accounting policies for consistent application with Temasek Group's policies. As a result, some of the figures presented below may differ from the amounts presented in the consolidated financial statements of such companies.

Revenue

Revenue consists of revenue of Temasek and its subsidiaries. The following table sets forth the key subsidiary contributors to the Temasek Group's revenue.

	Year ended 31 March		
	2023	2024	2025
		(S$ million)	
Olam Group Limited	54,901	48,272	56,159
Singapore Airlines Limited	17,775	19,013	19,540
Singapore Telecommunications Limited	14,624	14,128	14,146
Singapore Technologies Engineering Ltd	9,035	10,101	11,276
Pavilion Energy Pte. Ltd.	12,481	8,273	8,858
gategroup Holding AG	5,572	7,140	7,868
PSA International Pte Ltd	7,994	7,095	7,724
Sembcorp Industries Ltd	9,395	7,042	6,417

Net expenses

Net expenses comprise cost of sales, selling and distribution expenses, administrative expenses, finance expenses and other expenses, net of other income of Temasek and its subsidiaries.

Profit/loss before tax

Profit/loss before tax is derived primarily from gains and losses from divestments, unrealised MTM gains and losses on sub-20% investments and contributions from subsidiaries, associates and joint ventures.

The following table sets forth the key subsidiary contributors to the Temasek Group's profit/loss before tax.

	Year ended 31 March		
	2023	2024	2025
		(S$ million)	
Singapore Telecommunications Limited	2,598	961	4,593
Singapore Airlines Limited	2,637	3,037	2,965
Singapore Power Limited	1,235	1,324	1,402
PSA International Pte Ltd	1,940	1,790	1,384
Sembcorp Industries Ltd	956	1,233	1,378
TJ Holdings (III) Pte. Ltd.	1,892	346	1,230
Singapore Technologies Engineering Ltd	597	704	863
EM Topco Limited	(989)	(1,376)	(853)

Profit/loss before tax includes Temasek's and its subsidiaries' share of profit of associates and joint ventures, net of tax, including DBS Group Holdings Ltd ("DBS") and AS Watson Holdings Limited ("AS Watson").

Tax expense

Tax expense comprises current taxation, deferred taxation and adjustments for prior periods. The Singapore corporate tax rate was 17% for the years ended 31 March 2023, 2024 and 2025.

Profit attributable to non-controlling interests

Profit attributable to non-controlling interests consist of non-controlling interests' proportionate share of the results of operations of Temasek's subsidiaries that are not wholly-owned.

Comparison of results of operations for the year ended 31 March 2025 with the year ended 31 March 2024

Revenue

Revenue increased by S$12,577 million, or 8.0%, to S$169,414 million for the year ended 31 March 2025 from S$156,837 million for the year ended 31 March 2024. The increase in revenue was principally due to:

- an increase in revenue from Olam Group Limited ("Olam Group") mainly due to higher revenue growth in its food and ingredients business, driven primarily by higher commodity prices;
- an increase in revenue from Singapore Technologies Engineering Ltd ("ST Engineering") mainly due to contributions from its Commercial Aerospace and Defence & Public Security segments; and
- an increase in revenue from gategroup Holding AG mainly due to an increase in demand for air travel, resulting in an increase in demand for airline catering services.

Profit before tax

Profit before tax increased by S$21,490 million from S$10,848 million for the year ended 31 March 2024 to S$32,338 million for the year ended 31 March 2025. The increase was principally due to:

- higher fair value gains on investments at FVTPL of S$12,475 million for the year ended 31 March 2025 as compared to S$7 million for the year ended 31 March 2024, mainly from unrealised MTM gains on sub-20% investments of S$6,311 million for the year ended 31 March 2025 as compared to unrealised MTM losses on sub-20% investments of S$3,406 million for the year ended 31 March 2024. The unrealised MTM gains of S$6,311 million on sub-20% investments for the year ended 31 March 2025 were mainly due to investments held by Temasek; and
- an increase in profit from Singapore Telecommunications Limited ("Singtel") mainly due to an exceptional net gain from the partial disposal of Comcentre as compared to net exceptional losses last year.

For more information on "net profit excluding unrealised MTM gains or losses", see "Selected financial and other data— Other financial data".

Tax expense

Tax expense increased by S$1,595 million, or 80.5%, to S$3,577 million for the year ended 31 March 2025 from S$1,982 million for the year ended 31 March 2024, primarily reflecting the increase in profit before tax excluding unrealised MTM gains on sub-20% investments for the year ended 31 March 2025.

Profit attributable to non-controlling interests

Profit attributable to non-controlling interests increased by S$1,780 million, or 51.1%, to S$5,266 million for the year ended 31 March 2025 from S$3,486 million for the year ended 31 March 2024.

Profit attributable to the equity holder of Temasek

As a result of the foregoing factors, profit attributable to the equity holder of Temasek increased by S$18,115 million, from S$5,380 million for the year ended 31 March 2024 to S$23,495 million for the year ended 31 March 2025.

Excluding unrealised MTM gains on sub-20% investments of S$6,311 million for the year ended 31 March 2025 and unrealised MTM losses on sub-20% investments of S$3,406 million for the year ended 31 March 2024, profit attributable to the equity holder of Temasek increased by S$8,398 million, or 95.6%, to S$17,184 million for the year ended 31 March 2025 from S$8,786 million for the year ended 31 March 2024.

For more information on "net profit excluding unrealised MTM gains or losses", see "Selected financial and other data — Other financial data".

Comparison of results of operations for the year ended 31 March 2024 with the year ended 31 March 2023

Revenue

Revenue decreased by S$10,551 million, or 6.3%, to S$156,837 million for the year ended 31 March 2024 from S$167,388 million for the year ended 31 March 2023. The decrease in revenue was principally due to:

- a decrease in revenue from Olam Group mainly due to lower selling prices across most products and commodities, offsetting the increase in sales volume;
- a decrease in revenue from Pavilion Energy Pte. Ltd. mainly due to lower selling prices for liquefied natural gas and natural gas; and
- a decrease in revenue from Sembcorp Industries Ltd ("SCI") mainly due to the absence of revenue contribution from Sembcorp Energy India Limited which was disposed of in the year ended 31 March 2023, as well as lower gas and power prices.

The decrease in revenue was partially offset by:

- an increase in revenue from gategroup Holding AG mainly due to an increase in demand for air travel, resulting in an increase in demand for airline catering services; and
- an increase in revenue from Singapore Airlines Limited ("SIA") mainly due to an increase in capacity and sustained strong passenger demand.

Profit/loss before tax

Profit before tax was S$10,848 million for the year ended 31 March 2024 compared to loss before tax of S$240 million for the year ended 31 March 2023. The increase of S$11,088 million was principally due to fair value gains on investments at FVTPL of S$7 million for the year ended 31 March 2024 as compared to fair value losses on investments at FVTPL of S$21,320 million for the year ended 31 March 2023. Fair value gains and losses on investments at FVTPL in each year were mainly attributable to unrealised MTM losses on sub-20% investments, which were lower at S$3,406 million for the year ended 31 March 2024 as compared to S$22,073 million for the year ended 31 March 2023. Lower unrealised MTM losses on sub-20% investments were mainly related to investments held by Temasek and Seviora Holdings Pte. Ltd. ("Seviora").

The foregoing was partially offset by:

- a decrease in profit from Mapletree Investments Pte Ltd ("Mapletree") and TJ Holdings (III) Pte. Ltd. ("TJ(III)") mainly due to revaluation losses on investment properties during the year ended 31 March 2024 as compared to revaluation gains in the year ended 31 March 2023; and
- a decrease in profit from Singapore Telecommunications Limited ("Singtel") mainly due to an exceptional net loss largely from impairment charges, partially mitigated by growth in underlying earnings.

For more information on "net profit excluding unrealised MTM gains or losses", see "Selected financial and other data — Other financial data".

Tax expense

Tax expense decreased by S$1,311 million, or 39.8%, to S$1,982 million for the year ended 31 March 2024 from S$3,293 million for the year ended 31 March 2023, primarily reflecting the decrease in profit before tax excluding unrealised MTM losses on sub-20% investments for the year ended 31 March 2024.

Profit/loss attributable to non-controlling interests

Profit attributable to non-controlling interests decreased by S$313 million, or 8.2%, to S$3,486 million for the year ended 31 March 2024 from S$3,799 million for the year ended 31 March 2023.

Profit/loss attributable to the equity holder of Temasek

As a result of the foregoing factors, profit attributable to the equity holder of Temasek was S$5,380 million for the year ended 31 March 2024 compared to loss attributed to the equity holder of Temasek of S$7,332 million for the year ended 31 March 2023.

Excluding unrealised MTM losses on sub-20% investments of S$3,406 million for the year ended 31 March 2024 and unrealised MTM losses on sub-20% investments of S$22,073 million for the year ended 31 March 2023, profit attributable to the equity holder of Temasek decreased by S$5,955 million, or 40.4%, to S$8,786 million for the year ended 31 March 2024 from S$14,741 million for the year ended 31 March 2023.

For more information on "net profit excluding unrealised MTM gains or losses", see "Selected financial and other data — Other financial data".

Liquidity and capital resources

Overview

The Temasek Group's primary sources of liquidity and capital resources have been cash from operations, supplemented by proceeds from borrowings and capital market issuances (including debt and equity issuances) by Temasek and its subsidiaries.

The ability of Temasek's portfolio companies to pay dividends and other distributions and, to the extent that Temasek relies on dividends and distributions to meet its obligations, the ability of Temasek to make payments on such obligations, are subject to applicable laws and regulations in various countries and to restrictions (contractual or otherwise) on the payment of dividends and distributions contained in relevant financing or other agreements of such companies. See "Risk factors — Risks related to the Issuer and Temasek — The Issuer is an Investment Holding Company, and Temasek is an investment company that is substantially dependent on the payment of dividends and distributions by its portfolio companies, and cash receipts from disposals of its investments in its portfolio companies" and "— Temasek and its portfolio companies are subject to macroeconomic, political, strategic, financial and operational risks". Temasek has declared dividends annually to its shareholder for each of its financial years ended 31 March 2023, 2024 and 2025.

See also "Business of Temasek — Liquidity".

Liquidity

The following table sets forth certain information about the Temasek Group's cash flows for the years indicated.

Consolidated cash flow statement data

	Year ended 31 March		
	2023	2024	2025
		(S$ million)	
Net cash flows from operating activities	28,013	20,996	19,139
Net cash flows used in investing activities	(8,966)	(8,869)	(26,922)
Net cash flows used in financing activities	(9,665)	(11,222)	(6,064)
Net increase/(decrease) in cash and cash equivalents	9,382	905	(13,847)
Cash and cash equivalents at the beginning of the year	75,436	83,604	84,288
Effects of exchange rate changes	(1,214)	(221)	(276)
Cash and cash equivalents at the end of the year	83,604	84,288	70,165

Year ended 31 March 2025

Net cash flows from operating activities for the year ended 31 March 2025 totalled S$19,139 million. Tax paid for the year ended 31 March 2025 reduced cash flows generated from operating activities by S$3,169 million.

Net cash flows used in investing activities for the year ended 31 March 2025 totalled S$26,922 million, of which the principal outflows were payments for purchases of property, plant and equipment of S$12,403 million, primarily by Singtel, SIA, Singapore Power Limited ("Singapore Power"), Singapore Technologies Telemedia Pte Ltd ("ST Telemedia"), SCI and PSA International Pte Ltd ("PSA"); and net payments for purchases of financial assets and derivative financial instruments of S$23,537 million. These cash outflows were partially offset by dividends received from associates and joint ventures of S$6,301 million.

Net cash flows used in financing activities for the year ended 31 March 2025 totalled S$6,064 million, of which the principal outflows resulted from interest payments totalled S$7,527 million; and payments of dividends to the equity holder of Temasek and non-controlling interests of subsidiaries of S$6,780 million. These cash outflows were partially offset by net proceeds from borrowings of S$6,946 million; proceeds from issuance of ordinary shares of S$2,961 million; and capital contributions by non-controlling interests of subsidiaries of S$1,699 million.

Cash and cash equivalents decreased by S$14,123 million from S$84,288 million as at 31 March 2024 to S$70,165 million as at 31 March 2025.

Year ended 31 March 2024

Net cash flows from operating activities for the year ended 31 March 2024 totalled S$20,996 million. Tax paid for the year ended 31 March 2024 reduced cash flows generated from operating activities by S$3,025 million.

Net cash flows used in investing activities for the year ended 31 March 2024 totalled S$8,869 million, of which the principal outflows were payments for purchases of property, plant and equipment of S$10,032 million, primarily by Singtel, PSA, Singapore Power, SIA and ST Telemedia; payments for purchases of interests in associates and joint ventures of S$5,164 million and net payments for purchases of investment properties and properties under development of S$2,991 million. These cash outflows were partially offset by dividends received from associates and joint ventures of S$5,882 million and proceeds from disposal of interests in associates and joint ventures of S$2,802 million.

Net cash flows used in financing activities for the year ended 31 March 2024 totalled S$11,222 million, of which the principal outflows resulted from interest payments totalled S$7,056 million; and payments of dividends to the equity holder of Temasek and non-controlling interests of subsidiaries of S$6,616 million. These cash outflows were partially offset by proceeds from issuance of ordinary shares of S$3,777 million; and capital contributions by non-controlling interests of subsidiaries of S$2,066 million.

Cash and cash equivalents increased by S$684 million from S$83,604 million as at 31 March 2023 to S$84,288 million as at 31 March 2024.

Year ended 31 March 2023

Net cash flows from operating activities for the year ended 31 March 2023 totalled S$28,013 million. Tax paid for the year ended 31 March 2023 reduced cash flows generated from operating activities by S$2,422 million.

Net cash flows used in investing activities for the year ended 31 March 2023 totalled S$8,966 million, of which the principal outflows were payments for purchases of property, plant and equipment of S$9,872 million, primarily by Singtel, SIA, PSA and Singapore Power; net payments for acquisition of subsidiaries and businesses of S$8,036 million; and payments for purchases of interests in associates and joint ventures of S$6,326 million. These cash outflows were partially offset by dividends received from associates and joint ventures of S$4,984 million; proceeds from disposal of interests in associates and joint ventures of S$4,698 million; and net proceeds from disposals of financial assets and derivative financial instruments of S$4,336 million.

Net cash flows used in financing activities for the year ended 31 March 2023 totalled S$9,665 million, of which the principal outflows resulted from interest payments totalled S$5,796 million; and payments of

dividends to the equity holder of Temasek and non-controlling interests of subsidiaries of S$6,339 million. These cash outflows were partially offset by proceeds from issuance of ordinary shares of S$2,929 million; and capital contributions by non-controlling interests of subsidiaries of S$1,775 million.

Cash and cash equivalents increased by S$8,168 million from S$75,436 million as at 31 March 2022 to S$83,604 million as at 31 March 2023.

Temasek Group's indebtedness

The following table sets forth the Temasek Group's indebtedness by category and maturity profile as at 31 March 2025.

	Payment due by period[1]			
	Total	**Less than 1 year**	**1-5 years**	**More than 5 years**
		(S$ million)		
Bank loans and bank overdrafts	89,996	21,215	55,959	12,822
Fixed and floating rate notes	61,305	5,854	27,452	27,999
Lease liabilities	15,078	2,014	5,912	7,152
Others[2]	3,218	2,340	499	379
Total debt	169,597	31,423	89,822	48,352

Notes:

(1) Amounts shown in this table are the amortised cost of the Temasek Group's indebtedness. For a more detailed description of Temasek's accounting policy on borrowings, see note 3.13 of the consolidated financial statements of Temasek included elsewhere in this Offering Circular.

(2) Others include commercial bills and other loans.

See "Business of Temasek — Credit profile" for a discussion of Temasek's debt included in the Temasek Group's indebtedness.

Temasek Group's capital and other commitments and contingent liabilities

The Temasek Group has certain capital and other commitments and contingent liabilities as described in notes 36 and 37 of the consolidated financial statements of Temasek included elsewhere in this Offering Circular.

Business of Temasek

All discussions of Net Portfolio Value, investment portfolio, portfolio performance, investments, divestments and credit profile in this section refer to information relating to Temasek Holdings (Private) Limited and its Investment Holding Companies.

Overview

Temasek is a global investment company that owns and manages a portfolio of investments covering a range of countries and industry sectors. Temasek has approximately 960 employees across 13 offices in nine countries.

Temasek was incorporated in 1974 under the Singapore Companies Act and is wholly-owned by the Government through MOF, a body corporate constituted under the Minister for Finance (Incorporation) Act 1959 of Singapore. The Constitution of Singapore sets out a framework relating to the safeguarding of past reserves of Temasek as described in "Annex C — Constitutional safeguards".

History

Temasek was incorporated in 1974 to own and commercially manage an initial portfolio valued at S$354 million that it acquired from MOF. Prior to that, MOF directly owned various companies and investments as part of Singapore's nation-building efforts after gaining independence in 1965. The establishment of Temasek as an independent investment company allowed the Government to focus on its core role of policymaking and regulations.

Temasek was incorporated as a company under the Singapore Companies Act with its own Board and professional management team. The Temasek Board is responsible for overseeing the performance and business of Temasek and guiding Temasek's management. Temasek's mandate is to own and manage its assets on a commercial basis to deliver sustainable returns over the long term. Temasek does not manage Singapore Central Provident Fund savings, the Government's assets or the Singapore foreign exchange reserves.

In its earlier years, Temasek grew with its portfolio companies as Singapore developed and transformed. Since 2002, Temasek has actively invested in the transformation of Asia and beyond.

Temasek today has investments in a portfolio of companies across the following major sectors: transportation & industrials; financial services; telecommunications, media & technology; consumer & real estate; and life sciences & agri-food. Temasek also invests in funds with investments across various sectors. Temasek's investments span various countries and regions, including Singapore; the Americas; China; Europe, Middle East & Africa; Asia Pacific (excluding Singapore, China & India); and India.

Strategy

As a professionally-managed investment company, Temasek's decisions are guided by business tenets and commercial principles.

Temasek is committed to building a sustainable institution. Sustainability is at the core of everything Temasek does – from its mandate to deliver sustainable returns over the long term, to its strategy of how to operate as an institution, shape its portfolio and engage its portfolio companies to build sustainable businesses.

Temasek's Investment Approach

Temasek aims to construct a resilient and forward-looking portfolio — one which seeks to withstand exogenous shocks and perform through market cycles — while at the same time capitalising on growth opportunities with the potential for sustainable returns above its risk-adjusted cost of capital over the long term.

Temasek's portfolio comprises three segments:

- Singapore-based Temasek Portfolio Companies (TPCs) — comprising long-term investments in Singapore-based companies in which Temasek typically holds a minimum shareholding interest of 20%. Temasek's TPCs are expected to deliver stable and sustainable returns over the long term and liquidity in the form of dividend income, providing capital for Temasek's other investment activities.

- Global Direct Investments (GDIs) — primarily comprising equity investment in companies that are or have the potential to be competitive market leaders and are aligned to four structural trends: *Digitisation* — cross-sectoral digital technologies; *Sustainable Living* — products and services for sustainability; *Future of Consumption* — new shifts in consumption types and patterns; and *Longer Lifespans* — growing needs driven by longevity. These trends are interconnected, transcend sectors and countries, and persist through economic cycles.
- Partnerships, Funds, and Asset Management Companies (PFAs) — comprising partnerships with other investors; investments in private equity funds, private credit and impact investments; and Temasek's asset management companies. Temasek's PFAs allow it to tap on a broad range of opportunities by collaborating with industry leaders and to offer and scale capital solutions such as private equity, private credit, public market investments, and tailored financing options.

Temasek's portfolio also comprises both listed and unlisted assets, including investments in funds. The unlisted portfolio has grown over the years as Temasek invested in attractive opportunities in private markets and benefitted from the increase in the value of its unlisted assets. Temasek's listed and unlisted assets provide it liquidity through divestments, steady dividends from more mature companies and distributions from the portfolio of funds that Temasek has built up over the years. The funds are diversified across geographies, sectors and vintages. Temasek also achieves liquidity from its unlisted portfolio through public listings.

Temasek has full discretion as an owner and investor to reshape and rebalance its investment portfolio. From time to time, it may invest in or divest from selected positions based on its outlook and risk-return appetite. Temasek may take concentrated positions, remain in cash, and/or use derivatives in furtherance of its investment, divestment and portfolio management objectives. It invests across the business lifecycle with investments predominantly in equities, though it can invest across the capital structure. Temasek adopts a long-term view and is prepared to weather short-term volatility. Unlike a fund manager, Temasek does not have any redemption obligations. Temasek also does not have a strategic asset allocation that it needs to rebalance towards, nor specific targets for investing by asset class, country, sector or single name.

Temasek's individual investment and divestment decisions are made using a bottom-up approach, based on Temasek's intrinsic value analysis and risk-return framework. For each investment, Temasek conducts a bottom-up intrinsic value analysis, with expected returns evaluated against a risk-adjusted cost of capital that is derived using the capital asset pricing model. Each investment's risk-adjusted cost of capital takes into account the investment's overall risk characteristics such as industry risk and its capital structure. Investments in riskier sectors or markets will have higher costs of capital.

To inform investment decisions, an internal carbon price is applied where relevant as part of Temasek's assessment of an investment's long-term climate resiliency and returns expectations. Temasek set an initial internal carbon price of US$42 per tonne of carbon dioxide equivalent ("tCO_2e") in 2021, which was increased to US$50 per tCO_2e in 2022 and to US$65 per tCO_2e in 2024, with the intention of increasing it progressively to US$100 per tCO_2e by the end of this decade.

Temasek's Governance Model

In accordance with the governance model between Temasek and MOF, Temasek's investment, divestment and other business decisions are directed by its Board and management. Neither the President of Singapore nor the Government is involved in Temasek's investment strategies, investment decisions, or other business decisions, except in relation to the protection of Temasek's past reserves. MOF holds Temasek's Board accountable for Temasek's overall performance and Temasek is assessed based on its long-term returns. In turn, the Temasek Board delegates the day-to-day management of Temasek to its senior management. The Government does not guarantee Temasek's debt.

Temasek has a similar governance model in relation to its portfolio companies. The day-to-day management and business decisions of Temasek's portfolio companies are the responsibility of their respective boards and management, whom Temasek holds accountable for their actions, decisions and performance. Temasek does not direct the business decisions or operations or provide any financial guarantees for the obligations of its portfolio companies. Temasek supports the formation of high-calibre and effective boards that are predominantly independent, and advocates for the Chairman and CEO roles to be held by separate persons. When Temasek exercises its shareholder vote, it seeks to promote sound corporate governance and long-term financial value creation, and to protect its interest as an investor.

Temasek engages its portfolio companies with the aim to enhance shareholder value and advocate good governance, sustainability, and corporate practices. Temasek contributes by exchanging ideas, sharing best practices, and organising roundtables and networking events with its portfolio companies in areas such as corporate governance, cybersecurity, finance, industry and technology trends, legal and regulatory, reputational risk management, and sustainability.

As part of its constructive engagement, Temasek shares its shareholder expectations with the boards of its portfolio companies, to help Temasek build a resilient and forward-looking portfolio, and ultimately, to help deliver sustainable returns over the long term. Temasek expects its portfolio companies to comply with applicable laws and to abide by sound corporate governance and appropriate codes of conduct and ethics. Temasek does not condone any form of misconduct or malfeasance and holds the boards accountable for the activities of their companies.

Temasek's Sustainability Approach

Temasek has developed a sustainability strategy intended to support its mandate to build a resilient and forward-looking portfolio that delivers sustainable returns over the long term.

As an investor, Temasek continues to deploy capital to catalyse solutions that can enable companies to transition to a more sustainable future and continues to increase its investments that are aligned with the Sustainable Living trend.

Temasek applies an ESG framework throughout its investment process from pre-investment due diligence to post-investment engagement. This is intended to enable Temasek to better manage risks, to encourage advancement of ESG practices across the portfolio, to strengthen portfolio resilience and, to increase alignment with its sustainability objectives. The ESG analysis forms an integral part of the overall investment analysis at the pre-investment due diligence stage and is mandatory for new investments that are evaluated by Temasek's investment committees. It includes climate analysis, which examines climate impact from several perspectives:

- Potential portfolio company's contribution to climate change through its carbon footprint;
- Effects of climate change on the company's operations or commercial aspects, arising from physical and transition risks; and
- Any potential new opportunities arising from technology innovations, government regulations as well as evolving customer needs.

As an engaged shareholder, Temasek also seeks to add value to its portfolio companies in their journeys to build sustainable businesses, thereby strengthening portfolio resilience over time. Besides working with select portfolio companies to drive value creation by stepping up ESG practices or shifting their business focus, Temasek also engages its major portfolio companies to understand their climate transition plans, as part of its efforts to achieve a decarbonised, carbon efficient and resilient portfolio. Temasek prioritises its sustainability-related discussions with those portfolio companies where it sees the highest potential for impact.

Temasek targets to halve the net carbon emissions (Scope 1 and 2) attributable to its portfolio by 2030 (from 2010 levels) and aims to achieve net zero carbon emissions (Scope 1 and 2) from its portfolio by 2050. Temasek's Total Portfolio Emissions remained at 21 million tCO_2e for the year ended 31 March 2025. The reported Total Portfolio Emissions reflect the absolute emissions (Scope 1 and 2) associated with Temasek's investment portfolio (comprising Temasek's direct investment positions in public and private equities and excluding investment positions in private equity funds, credit, and other assets), accounting for 77% of Temasek's investment portfolio as at 31 March 2025, expressed in tCO_2e.

With a goal of accelerating efforts and driving progress on climate, Temasek has a three-pronged approach, which focuses on: (1) investing for a low-carbon economy, (2) encouraging decarbonisation efforts in Temasek's portfolio companies and (3) enabling carbon market solutions.

Temasek is committed to building a sustainable institution. It takes into account the carbon mitigation hierarchy by prioritising avoidance and reduction measures before purchasing high-quality carbon credits to compensate for unavoidable residual emissions from its operations.

Temasek is committed to fostering a diverse, inclusive and fair corporate culture, rooted in the principle of meritocracy. Temasek respects and embraces differences in race, gender, age, religion, sexual orientation, nationality, ethnicity, physical ability, and neurodiversity. As at 31 March 2025, Temasek's staff comprised 32 nationalities with a gender mix of 53% male to 47% female.

Portfolio highlights

Temasek's Net Portfolio Value was S$434 billion (US$324 billion) as at 31 March 2025, compared to S$389 billion and S$382 billion as at 31 March 2024 and 2023, respectively. As at 31 March 2025, marking Temasek's unlisted portfolio to market would provide S$35 billion of value uplift and bring its MTM Net Portfolio Value to S$469 billion.

As at 31 March 2025, 52% of Temasek's portfolio comprised companies headquartered in Singapore, with 19% in the Americas, 11% in China, 11% in Europe, Middle East & Africa, 5% in India, and 2% in Asia Pacific (excluding Singapore, China & India), based on contribution to Temasek's Net Portfolio Value.

As at 31 March 2025, Temasek's portfolio by underlying country exposure was 27% in Singapore, 24% in the Americas, 18% in China, 12% in Europe, Middle East & Africa, 11% in Asia Pacific (excluding Singapore, China & India) and 8% in India, based on contribution to Temasek's Net Portfolio Value.

As at 31 March 2025, Temasek's top three sectors were transportation & industrials, financial services and telecommunications, media & technology, which comprised 22%, 22% and 20%, respectively, based on contribution to Temasek's Net Portfolio Value.

As at 31 March 2025, Temasek's portfolio segments comprised 41% in Singapore-based Temasek Portfolio Companies, 36% in Global Direct Investments, and 23% in Partnerships, Funds, and Asset Management Companies.

As at 31 March 2025, Temasek's liquid and listed assets comprised about 51% of its Net Portfolio Value, consisting of 29% of liquid assets and assets comprising investments that each represents a minority interest of less than 20% in a listed company, 11% of assets comprising investments that each represents a 20% or more but less than 50% interest in a listed company and 11% of assets comprising investments that each represents 50% or more interest in a listed company. Temasek values its listed investments at share prices as at the last trading day of its financial year.

Of the 49% of Temasek's portfolio that was in unlisted assets as at 31 March 2025, approximately 29% of Temasek's unlisted portfolio was in Singapore-based Temasek portfolio companies, including mature companies, 13% was in asset management companies, 28% was in partnerships and funds, and 30% was in direct investments in other private companies.

As at 31 March 2025, approximately 50% of Temasek's portfolio was denominated in Singapore dollars, 37% in US dollars, 4% in Hong Kong dollars, 4% in Indian rupees, 3% in British Pounds Sterling, and 2% in other currencies, based on contribution to Temasek's Net Portfolio Value.

As at 31 March 2025, Temasek's top 10 investments accounted for 36% of its Net Portfolio Value. As at 31 March 2025, Temasek's top three investments were DBS, Singtel and Mapletree, which accounted for 8%, 7% and 4% of Temasek's Net Portfolio Value, respectively.

Total Shareholder Return

Temasek currently measures its portfolio performance by Total Shareholder Return.

"Total Shareholder Return" is a compounded and annualised measure of returns, taking into account changes in the Net Portfolio Value, dividends paid to Temasek's shareholder, and excludes investments made by its shareholder in Temasek's shares.

One-year Total Shareholder Return in Singapore dollar terms for the year ended 31 March 2025 was 11.8%.

Over the long term, the annualised 10-year and 20-year Total Shareholder Returns in Singapore dollar terms for the year ended 31 March 2025 were 5% and 7%, respectively. Since inception, the annualised Total Shareholder Return in Singapore dollar terms for the year ended 31 March 2025 was 14%. As a long-term investor, Temasek believes that Total Shareholder Returns over these longer periods are a better reflection of its performance and the resilience of its portfolio.

Credit profile

Temasek's credit profile provides a quantitative snapshot of its credit quality and strength of its financial position. The credit profile includes key indicators of its credit quality based on the financial information of Temasek as an investment company. These key indicators of credit quality cover three main dimensions, namely, leverage, interest coverage and debt service coverage. Such information is presented as additional measures as management believes that investors would find them useful for assessing Temasek's credit quality as an investment company. Such information is not determined in accordance with IFRS as IFRS does not prescribe the provision of such information, nor the computation methodology of such information. Such information may not be comparable to that of other companies that may determine similarly titled credit quality indicators differently. Such information should not be considered in isolation or as alternatives to Temasek's financial results based on its consolidated financial statements as measures of its consolidated financial performance.

Indicators of credit quality

Indicators of leverage include the ratio of Temasek's total debt over its Net Portfolio Value and the ratio of Temasek's total debt over its liquid assets.

Indicators of interest coverage include the ratio of Temasek's interest expense over its dividend income and the ratio of Temasek's interest expense over its recurring income.

Indicators of debt service coverage include the ratio of Temasek's total debt due in one year or less over its recurring income and the ratio of Temasek's total debt due in the next 10 years over its liquidity balance.

The following table provides information about these indicators for the periods indicated. For these ratios, Temasek believes that the lower the percentage, the higher the credit quality.

	For the year ended 31 March		
	2023	**2024**	**2025**
Total debt[1] over Net Portfolio Value (%) (as at year end)	6	5	5
Total debt[1] over liquid assets[2] (%) (as at year end)	21	18	17
Interest expense over dividend income[3] (%)	5	6	5
Interest expense over recurring income[4] (%)	1	1	1
Total debt[1] due in one year or less over recurring income[4] (%)	5	2	1
Total debt[1] due in next 10 years over liquidity balance[5] (%) (as at year end)	24	15	17

Notes:

(1) For more information on Temasek's total debt, see "— Debt maturity profile" below.

(2) Temasek's liquid assets consist of mainly cash and cash equivalents and investments that each represents a minority interest of less than 20% in a listed company.

(3) Temasek's dividend income refers to dividends declared by Temasek's portfolio companies to Temasek. Temasek's dividend income was approximately S$11.1 billion, S$9.0 billion and S$10.4 billion for the years ended 31 March 2023, 2024 and 2025, respectively.

(4) Temasek's recurring income consists of divestments, dividend income, income from investments and interest income.

(5) Temasek's liquidity balance consists of cash and cash equivalents and short-term investments. Short-term investments refer to investments in securities expected to be realised in one year or less.

Liquidity

Temasek's primary source of funds is its recurring inflows, which mainly comprises divestment proceeds, dividends received from portfolio companies and distributions from funds.

Temasek's recurring inflows are supplemented by proceeds from debt issuances from Temasek's MTN programmes and Temasek's ECP Programme (each as defined herein) and bank borrowings. Temasek's sources of funds also include any investments made by its sole shareholder, MOF, in Temasek's shares. These investments are made at the discretion of Temasek's shareholder as part of the shareholder's own decision as to its overall asset allocation. Temasek's MTN programmes and ECP Programme provide Temasek with financing flexibility between long-term and short-term debt. Total leverage is restricted to an overall debt limit set by the Temasek Board. The debt limit takes into account Temasek's portfolio value, shareholder funds, forecast cash flow and credit profile. Temasek proactively aims for a long-dated and well-distributed debt maturity profile and avoids disproportionately large debt repayment obligations in any one year. Temasek's outflows are for portfolio investments and associated costs; payment of dividends to Temasek's shareholder; payment of taxes to tax authorities; debt service obligations relating to Temasek's outstanding notes, commercial paper and bank borrowings, if any; and community gifts. Associated costs include operating and financing expenses; transaction costs such as due diligence, legal, audit, advisory and other fees; fund management fees for funds; and other business costs.

Temasek currently maintains sufficient liquidity to meet its existing requirements. Temasek regularly evaluates its capital structure to ensure that it is appropriate for its objectives. Temasek considers various financing options depending on its objectives. Subject to market conditions, Temasek may access the capital markets to raise additional liquidity or redeem or repurchase its outstanding debt to manage its liquidity needs and/or enhance its capital efficiency.

Temasek aims to maintain a resilient balance sheet. This gives Temasek the flexibility to invest for the longer term, take advantage of market dislocations, and to reposition its portfolio for the future.

Temasek Bonds

Temasek Bonds and its ECP are part of Temasek's funding toolkit.

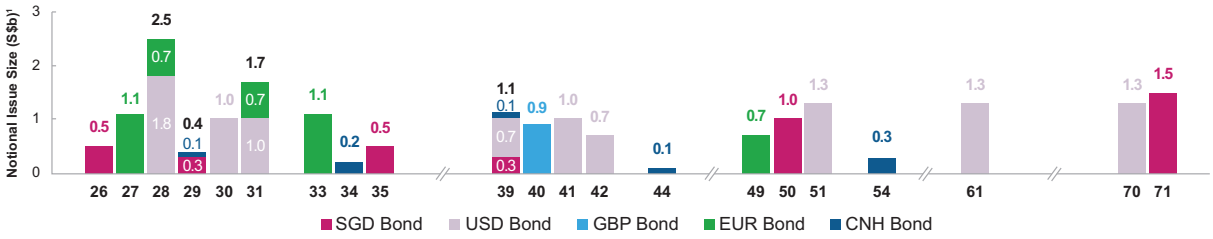
Temasek Bonds are issued under Temasek's MTN programmes and its ECP is issued under its ECP Programme. These programmes support Temasek's ability to invest in opportunities with the aim of delivering sustainable returns over the long term, provide Temasek with funding flexibility between long-term and short-term debt, and broaden Temasek's stakeholder base. Temasek has been issuing Temasek Bonds under the Programme since 2005. Temasek has built up a diversified investor base for the Temasek Bonds comprising institutional, accredited, retail (in Singapore) and other specified investors over the years.

Debt maturity profile

As at 31 March 2023, 2024 and 2025, Temasek's debt comprised (1) Notes issued by the Issuer under the Programme and fully and unconditionally guaranteed by the Guarantor in the aggregate amount of S$19.2 billion, S$19.7 billion and S$19.7 billion (US$14.6 billion) (each based on the amortised cost of the Notes recorded in Temasek's consolidated financial statements), respectively, (2) commercial paper issued by Temasek Financial (II) Private Limited under its US$5 billion ECP Programme ("ECP Programme") and fully and unconditionally guaranteed by the Guarantor in the aggregate amount of S$1.3 billion, S$0.5 billion and S$0.4 billion (US$0.3 billion), respectively, (3) notes issued by Temasek Financial (IV) Private Limited under its S$5 billion Guaranteed Medium Term Note Programme established in August 2018 (which, together with the Programme, are collectively referred to herein as "Temasek's MTN programmes") and fully and unconditionally guaranteed by the Guarantor in the aggregate amount of S$1.0 billion, S$0.5 billion and S$0.5 billion (US$0.4 billion), respectively and (4) lease liabilities in the aggregate amount of S$0.2 billion, S$0.2 billion and S$0.1 billion (US$0.1 billion), respectively. As at 31 March 2025, the weighted average maturity of the notes issued under Temasek's MTN programmes was over 18 years, while the weighted average maturity of Temasek's outstanding commercial paper was above two months.

Temasek proactively aims for a long-dated and well-distributed debt maturity profile and avoids disproportionately large debt repayment obligations in any one year. The following chart sets forth the maturity profile of outstanding notes issued under Temasek's MTN programmes as at 31 March 2025.

Maturity Profile of Outstanding Temasek Bonds



[1] Exchange rates as at 31 March 2025

The following table sets forth the maturity profile of the aforesaid notes issued under Temasek's MTN programmes, commercial paper and Temasek's lease liabilities as at the dates indicated.

	As at 31 March		
	2023	2024	2025
	(S$ billion)		
Due in one year or less	1.8	1.0	0.4
Due between one to three years	0.6	1.7	2.4
Due between three to 10 years	8.2	6.9	6.8
Due in more than 10 years	11.1	11.3	11.1

Investment portfolio by sectors

Temasek invests across sectors including transportation & industrials; financial services; telecommunications, media & technology; consumer & real estate; and life sciences & agri-food. Temasek also invests in funds with investments across sectors. The discussion below sets forth some of Temasek's key investments in these sectors based on their contribution to Temasek's Net Portfolio Value, in each case as at 31 March 2025 (unless otherwise indicated).

Transportation & Industrials

Temasek's investments in the transportation & industrials sector include its majority interests in each of PSA, Singapore Power and SIA. Approximately 22% of Temasek's Net Portfolio Value was in the transportation & industrials sector.

Financial Services

Temasek's investments in the financial services sector include its minority interests in each of DBS, Standard Chartered PLC ("Standard Chartered") and BlackRock, Inc. ("BlackRock"). Approximately 22% of Temasek's Net Portfolio Value was in the financial services sector.

Telecommunications, Media & Technology ("TMT")

Temasek's investments in the TMT sector include its majority interests in each of Singtel and ST Telemedia and its minority interest in Tencent Holdings Ltd. Approximately 20% of Temasek's Net Portfolio Value was in the TMT sector.

Consumer & Real Estate

Temasek's investments in the consumer & real estate sector include its majority interests in Mapletree and TJ (III) and its minority interest in AS Watson. TJ (III) owns a 100% equity interest in CLA Real Estate Holdings Pte. Ltd. ("CLA"), which in turn owns a 100% equity interest in CapitaLand Group Pte. Ltd. ("CLG"). Approximately 13% of Temasek's Net Portfolio Value was in the consumer & real estate sector.

Life Sciences & Agri-Food

Temasek's investments in the life sciences & agri-food sector include its majority interests in Manipal Health Enterprises (including indirect interest held through Sheares Healthcare Group Pte. Ltd.), Sheares Healthcare Group Pte. Ltd. and Olam Group. Approximately 7% of Temasek's Net Portfolio Value was in the life sciences & agri-food sector.

Multi-Sector Funds

Temasek's investments in multi-sector funds include its interests in Avanda Global Multi-Asset Fund ("Avanda Global"), PavCap I Feeder No. 1 LP ("PavCap") and Broad Peak Fund II LP. Approximately 9% of Temasek's Net Portfolio Value was in such multi-sector funds.

Major investments

Certain information under this section with respect to Temasek's portfolio companies has been extracted from publicly available documents and information, including annual reports, information available on corporate websites and documents filed by such companies with their respective regulators and, if applicable, the relevant stock exchanges on which their securities are listed. Potential investors in the Notes may obtain information regarding these companies from such public sources. None of those documents or publicly available information is incorporated by reference in this Offering Circular. Each of the Issuer and Temasek makes no representation, express or implied, and does not accept any responsibility with respect to the accuracy or completeness of any information made publicly available by its portfolio companies, whether or not included in this Offering Circular.

The following table sets forth the total market value (in the case of listed securities) or shareholder equity (in the case of unlisted securities) of Temasek's major portfolio companies, as well as the Temasek Group's effective interest in those portfolio companies, as at 31 March 2025. These companies, together with other major fund investments, as described below, accounted for approximately 45% of Temasek's Net Portfolio Value(1) as at 31 March 2025. The list of companies in the table below is sorted in descending order by contribution to Temasek's Net Portfolio Value.

	As at 31 March 2025		
	Major Portfolio Companies Total Market Value or Shareholder Equity(2)		Effective Interest of the Temasek Group(3)
	(S$ billion)	(US$ billion)	(%)
DBS Group Holdings Ltd	132.2	98.5	28
Singapore Telecommunications Limited	56.6	42.2	51
Mapletree Investments Pte Ltd	18.7	13.9	100
PSA International Pte Ltd	15.9(4)	11.8(4)	100
Singapore Power Limited	12.6	9.4	100
Singapore Airlines Limited	20.2	15.0	53
Singapore Technologies Engineering Ltd	21.2	15.8	51
TJ Holdings (III) Pte. Ltd.(5)	7.3(4)	5.5(4)	100
Standard Chartered PLC	47.2	35.2	17
AS Watson Holdings Limited	4.6(4)	3.4(4)	25
BlackRock, Inc.	197.2	146.9	3
Seviora Holdings Pte. Ltd.	6.1(4)	4.5(4)	100
Sembcorp Industries Ltd	11.3	8.4	50
EM Topco Limited(6)	4.6(4)	3.4(4)	88
Singapore Technologies Telemedia Pte Ltd	4.6(4)	3.4(4)	100

Notes:

(1) "Net Portfolio Value" as at a specified date: (a) refers to the sum of (i) the market value of investments in publicly-listed securities as at such specified date and (ii) the value of investments in unlisted securities determined as described below, in each case held directly by Temasek or indirectly through an Investment Holding Company, whether such holding is for the short term or the long term; and (b) takes into account the net amount of other assets and liabilities of Temasek and its Investment Holding Companies, where, in respect of (a)(ii), the value of investments in unlisted financial assets is based on valuation approaches described in IFRS, and the value of investments in unlisted subsidiaries, associates and joint ventures is based on the sum of (1) the proportionate share of the shareholders' equity as set out in the financial statements of the relevant portfolio companies as at their respective financial year ends or latest available financial statements and (2) any premium paid (which collectively can be referred to as the investment's "book value"), net of any subsequent impairment. In the case of unlisted subsidiaries, associates and joint ventures that hold substantial investments in publicly-listed securities, the value of investments in such unlisted subsidiaries, associates and joint ventures will take into account the market value of the underlying publicly-listed securities which they hold.

(2) Total market value is presented in the case of publicly-listed companies and shareholder equity is presented in the case of private companies. For private companies, shareholder equity is as set out in the financial statements of the relevant companies or as otherwise provided by the relevant companies.

(3) "Effective interest", when used with respect to a portfolio company, refers to the aggregate of (i) the percentage interest in a portfolio company held directly by Temasek, if any, and (ii) Temasek's proportionate percentage interest in such portfolio company held indirectly through one or more of its subsidiaries computed based on Temasek's percentage interest in any such subsidiary multiplied by such subsidiary's percentage interest in such portfolio company. It does not include (a) Temasek's proportionate percentage interest in such portfolio company held indirectly through one or more of its associates or joint ventures, (b) the trading portfolios of Temasek and/or its subsidiaries and (c) Temasek's liquid investments that are made with the view to be liquidated for cash as needed. Temasek and its Investment Holding Companies' interest in its portfolio companies used for the purposes of

computing Temasek's Net Portfolio Value as described in note (1) above, is derived on a different basis from the Temasek Group's effective interest in its portfolio companies.

(4) Shareholder equity presented for each of PSA, TJ (III), AS Watson, Seviora, EM Topco Limited and ST Telemedia is as at 31 December 2024.

(5) TJ (III) owns a 100% equity interest in CLA, which in turn owns a 100% equity interest in CLG. CLG has a privately held property development arm, CapitaLand Development, and a 54% stake in CapitaLand Investment Limited (the real estate investment management business of CLG, which is listed on the SGX-ST).

(6) EM Topco Limited is the holding company for Element Materials Technology Group ("Element").

The following is a brief description of each of the companies listed in the table above.

DBS

DBS is an Asia-focused financial services group, with a presence in 19 markets. Headquartered in Singapore and listed on the SGX-ST, DBS operates in the three key Asian axes of growth: Greater China, Southeast Asia and South Asia. DBS is assigned "AA-" and "Aa2" and DBS Bank is assigned "AA-" and "Aa1" credit ratings. As a leading bank in Asia, DBS provides a full range of services to consumers, small and medium enterprises and large corporates, and is also committed to positively impacting communities through supporting social enterprises. It has received numerous prestigious accolades over the years, including "World's Best Bank" by Euromoney and Global Finance and "World's Best Digital Bank" by Euromoney.

Singtel

Singtel is an Asian communications technology group, operating connectivity, digital infrastructure and digital businesses, including regional data centre arm Nxera and regional IT services arm NCS. The Singtel group has presence in Asia, Australia and Africa and reaches over 800 million mobile customers in 20 countries.

Mapletree

Mapletree is a real estate development, investment, capital and property management company headquartered in Singapore. The company employs a business model intended to maximise capital efficiency and aims to invest in real estate sectors and geographical markets with good growth potential. Mapletree's diverse portfolio spans seven real estate sectors comprising office, retail, industrial, logistics, data centre, residential and student accommodation in 13 markets across the Asia Pacific region, the United States, the United Kingdom and Europe. As at 31 March 2025, Mapletree managed three Singapore-listed real estate investment trusts ("REITs") and nine private real estate funds.

PSA

PSA is a global port operator and trusted partner to cargo stakeholders, with a portfolio comprising over 70 deep-sea, rail and inland terminals, across more than 180 locations in 45 countries. PSA also provides pilotage and towage services through its wholly-owned subsidiary PSA Marine (Pte) Ltd. PSA participates in port projects across Asia, Europe and the Americas with flagship operations in PSA Singapore Terminals and PSA Antwerp in Belgium. With the acquisition of BDP International, PSA is positioned to provide innovative end-to-end supply chain solutions to customers to accelerate shift towards sustainable trade. In 2024, PSA achieved a significant milestone by handling 100 million twenty-foot equivalent units (TEUs) worldwide.

Singapore Power

Singapore Power is an energy utility company in Asia Pacific.

Singapore Power owns and operates electricity & gas transmission and distribution businesses and provides utilities support services in Singapore. In addition, Singapore Power provides sustainable energy solutions in Singapore, Southeast Asia and East Asia, designed to help customers achieve their sustainability goals, including district cooling networks, renewables, energy storage, and other energy transition solutions.

SIA

Listed on the SGX-ST, SIA is the flag carrier of Singapore, providing full-service and low-cost air passenger transport, as well as air cargo transport. It also provides engineering services to more than 60 airlines at Changi Airport through its subsidiary, SIA Engineering Company. When SIA was formed

in 1972, it operated a modest fleet of 10 aircraft to just 22 cities in 18 countries. With a commitment to fleet modernisation, product and service innovation and market leadership, SIA quickly distinguished itself as a world-class carrier.

As at 31 March 2025, SIA Group operated a fleet of 205 aircraft. Its passenger network, including SIA and Scoot, covers 128 destinations.

ST Engineering

ST Engineering is a global technology, defence and engineering group listed on the SGX-ST, with a diverse portfolio of businesses across the commercial aerospace, urban solutions, satellite communications, defence and public security sectors.

It leverages its multi-sector capabilities to develop advanced solutions for customers across industries. ST Engineering serves both commercial and defence customers across its network of subsidiaries and associated companies in Asia, Europe, the Middle East and the United States.

TJ (III)

TJ (III) wholly owns CLA, which in turn wholly owns CLG (formerly CapitaLand Limited). CLG is one of Asia's largest diversified real estate groups with presence across more than 270 cities in over 45 countries. Headquartered in Singapore, CLG has a privately held property development arm, CapitaLand Development, and a 54% stake in CapitaLand Investment Limited ("CapitaLand Investment", the real estate investment management business of CLG that is listed on the SGX-ST).

CapitaLand Development has a portfolio worth approximately S$22 billion as at 31 March 2025 and focuses on its core markets including Singapore, China and Vietnam. CapitaLand Development has development capabilities across various asset classes, including integrated developments, retail, office, lodging, residential, business parks, industrial, logistics and data centres.

CapitaLand Investment is one of the largest real estate investment managers in the world. As at 31 March 2025, CapitaLand Investment managed a global real estate portfolio of S$136 billion, including 40 private funds and six listed REITs and business trusts: CapitaLand Integrated Commercial Trust, CapitaLand Ascendas REIT, CapitaLand Ascott Trust, CapitaLand China Trust, CapitaLand India Trust and CapitaLand Malaysia Trust.

CLA is also a shareholder in Cuscaden Peak, an investment holding company with businesses primarily in retail and commercial real estate.

Standard Chartered

Standard Chartered is an international bank listed on the London Stock Exchange and the Hong Kong Stock Exchange.

Standard Chartered is headquartered in London and has operated for over 170 years. As at 31 March 2025, Standard Chartered was present in 53 markets with the Asia region generating more than 60% of the bank's income.

AS Watson

AS Watson is an international health and beauty omnichannel retailer with over 16,900 stores operating 12 retail brands in 30 markets worldwide with 170 million loyalty customers. The company is headquartered in Hong Kong and is the retail division of CK Hutchison Holdings Limited.

AS Watson operates over 8,500 stores in Europe, while its flagship Watson brand operates over 7,700 stores in 15 Asian markets. AS Watson also operates over 300 other retail-format stores, including supermarkets, consumer electronics and retail appliances.

BlackRock

BlackRock is a global asset manager listed on the New York Stock Exchange. BlackRock provides asset management, risk management, advisory services, and technology solutions to institutional, intermediary and retail clients worldwide. As at 31 March 2025, BlackRock's assets under management totalled approximately US$11.6 trillion.

Seviora

Seviora is a Singapore-based asset management group established in 2020 and wholly owned by Temasek. Seviora serves as the operational holding company for five affiliated asset managers: SeaTown Holdings, Azalea Investment Management, Fullerton Fund Management, Innoven Capital, and Seviora Capital. Seviora provides investors access to a broad range of multi-asset and multi-strategy investment expertise in both active and alternative strategies, covering Asia and global.

Sembcorp Industries Ltd

SCI is an Asian energy and integrated urban solutions provider listed on the SGX-ST, headquartered in Singapore. SCI has an energy portfolio of 21.2GW, with 14.4GW of gross renewable energy capacity comprising solar, wind and energy storage. SCI has transformed over 14,000 hectares of raw land into sustainable urban developments across Asia.

EM Topco Limited

EM Topco Limited owns Element, which is a global provider of testing, inspection, and certification services with clients in a diverse range of end markets, including aerospace, connected technology, mobility, life sciences, energy & built environment. Headquartered in London, UK, Element's team of over *c*.8,500 scientists, engineers, and technologists supports clients from early research and development, through complex regulatory approvals and into production, ensuring their products are safe and sustainable.

ST Telemedia

ST Telemedia is a strategic investor in communications, data centres and infrastructure technology businesses globally. It is an active investor and shareholder that takes a long-term view of its investments and aims to create sustainable value for its stakeholders. As an investor-operator, it leverages on its deep domain expertise and shares its operational and technical expertise with its portfolio companies to develop and successfully execute their business strategies, as well as to drive value creation and synergies across its business platforms.

Other Major Investments — Funds

Temasek's fund investments, as at 31 March 2025, include Avanda Global, PavCap, and Broad Peak Fund II LP. Avanda Global is managed by Avanda Investment Management Pte. Ltd. and invests in multiple asset classes globally to achieve an attractive moderate long-term rate of return and maintain an appropriate level of volatility. PavCap is managed by Pavilion Capital International Pte. Ltd., which invests in funds and direct co-investments that seek to capitalise on the growth and transformation of the North Asia economies. Broad Peak Fund II LP, the second flagship fund by Broad Peak Investment Advisers Pte. Ltd., is a fundamental, multi-asset investment fund which invests principally across equities and credit with an absolute return orientation. These fund investments amounted to S$11.2 billion (US$8.4 billion) as at 31 March 2025.

Investments and divestments by Temasek

In the years ended 31 March 2023, 2024 and 2025, Temasek made approximately S$31 billion, S$26 billion and S$52 billion (US$39 billion) of investments, respectively, and approximately S$27 billion, S$33 billion and S$42 billion (US$31 billion) of divestments, respectively.

Risk management

There are inherent risks in all of Temasek's activities, including whenever Temasek invests, divests, or maintains its holdings in its assets and from wherever it chooses to operate.

While Temasek adopts a long-term view, it invests across different time horizons with flexibility to take concentrated positions. It invests across all stages of the business life cycle, from early stage to mature, and unlisted to listed assets. Temasek does not have specific targets for investing by asset class, country, sector or single name.

The long investment horizon means Temasek's portfolio comprises predominantly equities, which are intended to deliver higher risk-adjusted returns over the long term. Temasek's resilient balance sheet allows it to invest in and benefit from companies with high growth potential through listed and unlisted assets (including private equity funds).

Consequently, given the high proportion of equity exposure of Temasek's portfolio, its portfolio is expected to have higher volatility of returns, with a greater risk of negative returns in any one year.

Temasek's approach is to ride out such short-term market volatility and focus on generating sustainable returns over the long term. Given the expected volatility, Temasek aims to manage its leverage and liquidity prudently for resilience and investment flexibility even in times of extreme stress.

Temasek's investment posture is coupled with a culture of risk ownership throughout the organisation. Its risk sharing compensation philosophy puts the institution above the individual, emphasises long term over short term, and aligns the interests of its staff with those of its shareholder.

Temasek's Organisational Risk Management Framework includes the following risk return appetite statements which set out various levels of risks tolerance for different risks such as reputational risk, liquidity risk and the risk of sustained loss of overall portfolio value over prolonged periods:

- Temasek has no tolerance for risks that could damage Temasek's reputation and credibility.
- Temasek focuses on performance over the long term.
- Temasek has flexibility to take concentrated positions.
- Temasek maintains a resilient balance sheet.
- Temasek evaluates the potential for sustained loss of overall portfolio value over prolonged periods and uses different scenarios to test its portfolio resilience.

Risk Governance

There are various risk pillars by which Temasek assesses risks as it undertakes its activities. Temasek embeds risk management in its systems and processes, such as approval authority delegation, company policies, standard operating procedures and risk reporting.

Investment Risk

New investment proposals are subject to a due diligence process commensurate with the nature of the potential investment. The exact due diligence scope of the required pre-investment analysis is determined based on the specific risk profile being considered.

For the majority of investments, Temasek considers the projected risk-adjusted return for each investment proposal, taking into account any projected foreign exchange movements against the Singapore dollar. Temasek also selectively hedges foreign exchange exposures, for example, from confirmed nearer-term cash flows or from expected divestments within a forecast period.

For each investment, Temasek evaluates ESG risk using its ESG framework. This includes material ESG considerations across the investment process, including a focus on the analysis of climate-related risks.

After making an investment, monitoring is conducted regularly by the investment teams and periodically by senior management.

Liquidity and Leverage Risk

Temasek manages its liquidity, leverage and balance sheet prudently for resilience and flexibility.

Liquidity risk is managed by ensuring that primary recurring sources of cash flows are able to cover non-discretionary uses of cash, such as operating expense, taxes and interest payments.

Total leverage is restricted to an overall debt limit set by the Temasek Board, which takes into account portfolio value, shareholder funds, forecast cash flow and credit profile. Temasek proactively aims for a long-dated and well-distributed debt maturity profile, avoiding disproportionately large debt repayment obligations in any one year.

Temasek has a policy of not issuing any financial guarantees for the obligations of its portfolio companies.

Portfolio Value Risk

Temasek tracks and assesses the anticipated sustained impact of multiple risk scenarios on the intrinsic value of its investments.

Temasek does not manage its portfolio based on short-term MTM changes. Instead, it focuses on the risk of sustained loss to its overall portfolio value over prolonged periods.

Operational Risk

Temasek has a risk incident reporting process which encourages staff to proactively report any gaps, perform root cause analysis and implement appropriate remediating measures for reported risk incidents.

As part of managing business continuity risk, Temasek has a contingency management framework designed with a view to ensuring business continuity, and both monitors and manages incidents arising from safety, physical security, cybersecurity and other threats.

Cybersecurity Risk

To protect Temasek and its investments from threats in the evolving cybersecurity landscape, Temasek regularly monitors and tracks cyber-related risks and continuously enhances its cybersecurity defence and resilience. Temasek assesses and performs regular testing of its environment and seeks to ensure its cybersecurity controls are effective.

Legal, Regulatory and Tax Risk

Temasek has policies and procedures in place that seek to ensure compliance with its obligations under Singapore laws and regulations, as well as those of the jurisdictions where Temasek has investments or operations. This includes compliance with applicable laws, statutory obligations, and disclosure requirements relating to taxation in the jurisdictions in which we operate. Temasek similarly expects its portfolio companies to have their own policies for compliance with applicable laws and regulations.

Temasek's policies and procedures are designed and implemented to be consistent with applicable laws and regulations and aligned with the firm's objectives. Regulatory requirements and monitoring systems are regularly reviewed and updated to reflect changes in laws and regulations, governance principles and market practices.

Macro and Geopolitical Risk

Across the above risk factors, Temasek monitors geopolitical risks and aims to stay abreast of policy developments in its key markets that could impact its activities. Temasek also engages with thought leaders and authorities to exchange views so as to promote better outcomes in the design and implementation of policy.

Board and management

Board of Directors of Temasek

The following table sets forth the name, age and position of each member of the Board of Directors of Temasek Holdings (Private) Limited as at the date of this Offering Circular.

Name	Age	Position
Lim Boon Heng[(1)]	77	Chairman
Teo Chee Hean[(1)]	70	Deputy Chairman
Chin Yoke Choong Bobby[(2)]	73	Director and Chairman, Audit Committee
Lee Hong Wei Jenny	53	Director
Lee Theng Kiat	72	Director
Ong Pang Thye	60	Director
Jim Hagemann Snabe	59	Director
Tan Chee Meng	68	Director
Tan Chong Meng	64	Director
Peter Robert Voser	66	Director and Chairman, Risk and Sustainability Committee
Geoffrey Wong Ee Kay	66	Director
Jaime Augusto Zobel de Ayala	66	Director
Dilhan Pillay Sandrasegara	62	Executive Director and Chief Executive Officer

Notes:

(1) On 9 October 2025, Mr. Lim will step down from Temasek's Board of Directors, and Mr. Teo will assume the position of Chairman .

(2) Mr. Chin will retire from Temasek's Board of Directors on 31 July 2025.

The address of each of the Directors of Temasek, in their capacity as Directors of Temasek, is 60B Orchard Road, #06-18, The Atrium@Orchard, Singapore 238891.

Directors are appointed for terms not exceeding three years and are eligible for re-appointment on the expiry of their term. See "Annex C — Constitutional safeguards — Appointment of Directors and Chief Executive Officer".

Mr. Lim Boon Heng joined Temasek as a Director on 1 June 2012 and was appointed Chairman of the Board on 1 August 2013. Mr. Lim's career spans the private and public sectors. He served in the Singapore Cabinet as a Minister in the Prime Minister's Office from 1993 to 2011. He entered politics serving as a Member of Parliament in 1980 and over the course of his career he was also appointed Senior Minister of State for the Ministry of Trade and Industry and subsequently appointed Second Minister for Trade and Industry. Mr. Lim also served for 13 years as Secretary-General of the National Trades Union Congress ("NTUC"). Before entering the public sector, Mr. Lim spent a decade at Neptune Orient Lines Limited as Manager of Corporate Planning and Manager of Liner Services. Mr. Lim is currently Chairman of NTUC Enterprise Co-operative Limited, NTUC Health for Life Fund Limited, Philanthropy Asia Alliance and St Gabriel's Foundation. Mr. Lim holds a Bachelor of Science (Honours) degree in Naval Architecture from the University of Newcastle-upon-Tyne, UK. Mr. Lim will step down from Temasek's Board of Directors on 9 October 2025.

Mr. Teo Chee Hean was appointed Deputy Chairman of Temasek Holdings on 1 July 2025. Mr. Teo was appointed Singapore's Senior Minister from 2019 to 2025 and served as Deputy Prime Minister from 2009 to 2019. He also concurrently served as Coordinating Minister for National Security from 2011. In these roles, he oversaw the National Security Coordination Secretariat, the Smart Nation and Digital Government Group, the National Population and Talent Division and the National Climate Change Secretariat under the Prime Minister's Office. Mr. Teo's career spans political office and the defence sector. He had served as Minister for Home Affairs, Minister for Defence, Minister for Education, and Minister for the Environment, as well as Minister of State in the Ministries of Finance, Communications and Defence. He entered politics in 1992 as a Member of Parliament in Marine Parade Group Representation Constituency (GRC) and was subsequently re-elected six times in Pasir Ris-Punggol GRC. Before being elected to political office, he served in the Singapore Armed Forces

(SAF) where he held various command and staff appointments in the Republic of Singapore Navy and the Joint Staff, rising to the rank of Rear Admiral as Chief of Navy in 1991. Mr. Teo had previously served on the GIC Board where he also chaired the GIC International Advisory Board. He has also served on the boards of IRAS, PSA, Nanyang Technological University and Ngee Ann Polytechnic. Mr. Teo holds a Bachelor of Science (First Class Honours) in Electrical Engineering and Management Science from the University of Manchester, a Master of Science degree (with distinction) in Computing Science from Imperial College London, and a Master's in Public Administration from the Kennedy School of Government at Harvard University, where he was named a Littauer Fellow. Mr. Teo will succeed Mr. Lim Boon Heng as Chairman of the Temasek Board on 9 October 2025.

Mr. Chin Yoke Choong Bobby joined Temasek as a Director on 10 June 2014. Mr. Chin had a 30-year career with KPMG Singapore that commenced in 1974. He served as KPMG Singapore's Managing Partner from 1992 until his retirement in September 2005. Mr. Chin sits on the boards of several listed companies, including AV Jennings Limited; Frasers Property Limited and Ho Bee Land Limited. He is also a Director of Singapore Health Services Pte Ltd and Temasek Trust Limited. He has served as the chairman of several boards of directors across both the public and private sectors, including the Urban Redevelopment Authority, Changi Airports International, Housing & Development Board, Singapore Totalisator Board, Corporate Governance Advisory Committee and NTUC Fairprice Co-operative Limited. In addition, Mr. Chin was formerly a board member of Overseas-Chinese Banking Corporation Ltd, SCI, Singtel, Yeo Hiap Seng Limited, Fraser Logistic & Commercial Asset Management Pte Ltd, NTUC Enterprise Co-operative Limited, and the Singapore Labour Foundation. He has previously served as a member of the Council of Presidential Advisers. Mr. Chin was awarded the Public Service Medal in 2003, the Public Service Star in 2011, the Friend of Labour Award in 2013, the NTUC Meritorious Service Medal in 2017, the NTUC Distinguished Service Medal in 2022, and the Distinguished Service Order by the Prime Minister's Office in 2023. Mr. Chin graduated with a Bachelor of Accountancy degree from the National University of Singapore. He is a Fellow of the Institute of Chartered Accountants in England and Wales and a Distinguished Lifetime Member of the Institute of Singapore Chartered Accountants. Mr. Chin will retire from Temasek's Board of Directors on 31 July 2025.

Ms. Lee Hong Wei Jenny joined Temasek as a Director on 1 January 2022. Ms. Lee is a Senior Managing Partner at Granite Asia (formerly known as GGV Capital), a global multi-asset investment firm headquartered in Singapore. Ms. Lee brings decades of experience investing in innovation and technology across Asia and around the world, with a proven track record of translating capital into real economic impact. She has a global investment track record over two decades and early operation and finance work experience with Singapore Aerospace in Singapore; Morgan Stanley, and JAFCO Asia in Hong Kong. Ms. Lee serves on the governing boards of both the Lee Kuan Yew School of Public Policy and Duke-NUS Medical School. In addition, she is a member of the Singapore's Research, Innovation and Enterprise Council, Singapore Business Federation Council, Future Economy Advisory Panel, Asia Business Council and the International Advisory Council of Edmond de Rothschild. Since 2012, Ms. Lee has been consistently recognised by the Forbes Midas List, the annual ranking by Forbes magazine of the most influential and best-performing venture capital investors, breaking into the top 10 for the first time in 2015. She has also been recognised by Forbes as one of the World's 100 Most Powerful Women in 2022, 2023 and 2024. Ms. Lee graduated from Cornell University with Bachelor of Science and Master of Science degrees in Electrical Engineering and has a Master of Business Administration degree from the Kellogg School of Management at Northwestern University.

Mr. Lee Theng Kiat joined Temasek in April 2012. He has served on the Board of Temasek as a Director since April 2016 and as Chairman of Temasek International Pte. Ltd. since April 2019. Mr. Lee previously served as President & CEO of STT Communications Ltd and Singapore Technologies Telemedia Pte Ltd. He joined the Singapore Technologies group of companies in 1985 and held senior positions overseeing legal and strategic business development. Mr. Lee served in the Singapore Legal Service for over eight years before joining the Singapore Technologies Group and was a Senior Legal Officer with the Ministry of Defence. He is currently Chairman of Singapore Telecommunications Ltd. Mr. Lee holds a Bachelor of Laws (Honours) degree from the National University of Singapore.

Mr. Ong Pang Thye joined Temasek on 1 January 2025. Mr. Ong has more than 30 years of experience in accounting, auditing, and consulting, working with companies in various industries such as banking, asset management, infrastructure, media, and real estate. He was the former Managing Partner of KPMG in Singapore from 2016 to 2023 and a Board member of KPMG International Limited. Prior to this, he was the Head of Audit practice in Singapore and was KPMG's Head of Accounting Advisory Services for KPMG in the Asia Pacific. Mr. Ong currently serves as Vice Chairman in the Singapore Business Federation. He also sits on the boards of directors of Singapore Power and MOH

Holdings Pte. Ltd. He is Chairman of the Audit Committee for the Ministry of Home Affairs' Home Team Science and Technology Agency and a member of the Business School Management Advisory Board of the National University of Singapore. Mr. Ong holds a Bachelor of Accountancy degree from the National University of Singapore.

Mr. Jim Hagemann Snabe joined Temasek on 1 January 2025. Mr. Snabe is Chair of the Supervisory Board of Siemens AG, a Board Member at C3.ai and a member of the Board of Trustees at the World Economic Forum. He also serves on the Global Advisory Board of Deutsche Bank AG. He was previously Chair of A.P. Moller Maersk and Northvolt, as well as Vice Chair of Allianz SE and Bang & Olufsen. Mr. Snabe was formerly on the boards of directors of SAP AG and Danske Bank. He has been a member of the Temasek European Advisory Panel since 2018. Across these roles, Mr. Snabe has sought to advance corporate sustainability. Mr. Snabe's professional journey includes a more than 25-year career in the IT industry, primarily with SAP AG where he last served as Co-Chief Executive Officer from 2010 to 2014. In his capacity as a global business leader, Mr. Snabe is involved in a number of activities focused on societal progress and the role of business in society. Mr. Snabe holds a Master's degree in Operational Research from the University of Aarhus, Denmark.

Mr. Tan Chee Meng joined Temasek as a Director on 1 January 2022. Mr. Tan, Senior Counsel, is Deputy Chairman of WongPartnership. His main areas of practice are general civil litigation, construction and engineering dispute resolution, criminal law, insurance, professional indemnity and disciplinary proceedings. Mr. Tan was appointed Senior Counsel in 2006 and is the first Specialist Judge appointed in Singapore in 2006. Before joining private practice in 1993, Mr. Tan spent six years in the Singapore Legal Service where he served as Deputy Public Prosecutor, Deputy Senior State Counsel and Deputy Director of the Commercial Affairs Department. Prior to reading law, Mr. Tan was a civil engineer. He has extensive experience as an arbitrator, a mediator as well as counsel in construction law. Mr. Tan previously served on the boards of directors of AusNet Services Ltd (Australia), Urban Redevelopment Authority, Jurong Town Corporation and Singapore Power. Mr. Tan graduated from University of Canterbury of New Zealand with degree in Engineering (First Class Honours) under a Colombo Plan scholarship in 1979. He also holds a Bachelor of Laws degree from the National University of Singapore where he attended on a Singapore Government Legal Scholarship and a Master of Law degree from the University of Cambridge.

Mr. Tan Chong Meng joined Temasek as a Director on 1 April 2024. Mr. Tan retired in February 2024 after serving as Group CEO of PSA International since October 2011, where he was responsible for the global performance and strategic growth of the port group. Prior to PSA, he spent over 20 years at Royal Dutch Shell in senior leadership roles across the USA, Europe, China, and Singapore, most recently as Executive Vice President of Shell Downstream, overseeing global commercial businesses in fuels, lubricants, and specialty products. He began his career with Singapore's Ministry of National Development. Mr. Tan is currently the Chairman of the National University Health System (NUHS) and serves on several key bodies, including the NUS Board of Trustees, the Council of Presidential Advisers, and the Energy Market Authority's Energy Supply Resiliency Advisory Panel. From 2022 to 2024, he was Governor Chair for the World Economic Forum's Supply Chain & Transport Industry Community, and from 2020 to 2021, he was Co-Chair of Singapore's Emerging Stronger Task Force, which led Singapore's post-pandemic economic recovery efforts. He previously chaired JTC Corporation and was a Board Member of IE Singapore. In recognition of his leadership of the Emerging Stronger Task Force, Mr. Tan was awarded the Meritorious Service Medal in 2022. In 2023, he was also conferred the title of Officer of the Order of the Star of Italy for his contributions to strengthening international cooperation with Italy. Mr. Tan holds a Bachelor of Arts degree in Mechanical Engineering and a Master of Arts degree in Industrial Engineering from the National University of Singapore.

Mr. Peter Robert Voser joined Temasek as a Director on 1 January 2015. He was the former Chief Executive Officer ABB Ltd. Prior to that, he served as Chief Executive Officer of Royal Dutch Shell plc. Mr. Voser began his career with Royal Dutch Shell plc in 1982 and held various leadership roles at Shell Argentina, Chile, the Netherlands, Switzerland and the United Kingdom before rising to Chief Financial Officer in 1999. During his tenure at Shell, Mr. Voser was involved in efforts to steer the company towards more sustainable energy practices, including global LNG and early investments in renewables and carbon mitigation technologies. He is currently Group Chairman of PSA International, Chairman of ABB Ltd and a member of the Board of Directors of International Business Machines (IBM) Corporation Inc. He is also the Chairman of the Board of Trustees of St. Gallen Foundation for International Studies, and a member of the Board of Trustees of the Asia Business Council. Mr. Voser was formerly Chairman of Catalyst Inc., as well as a Director of Aegon N.V., UBS AG, and Roche Holdings Limited. From 2013 to 2019, Mr. Voser was a key member of EDB's International Advisory

Council. He was also a member of the Swiss Federal Auditor Oversight Authority from 2006 to 2010. In 2011, he was awarded the title of *Dato Seri Laila Jasa* by His Majesty the Sultan of Brunei. In 2021, he was awarded the title of Honorary Citizen by the Singapore Government. Mr. Voser has a degree in Business Administration from the University of Applied Sciences, Zurich, Switzerland.

Mr. Geoffrey Wong Ee Kay joined Temasek as a Director on 10 May 2024. Mr. Wong has managed funds for some of the world's largest sovereign investors and pension funds for over three decades. He spent the last 26 years with UBS Global Asset Management (UBS) where he retired in May 2023 as the Head of Emerging Markets and Asia-Pacific. In this role, he oversaw Emerging Markets and Asia-Pacific equity investments for the firm's clients worldwide and was responsible for UBS' Emerging Markets and Asia teams, located in Chicago, Hong Kong, Zurich, Tokyo and Singapore. He was also formerly the CEO of UBS Asset Management Singapore. Mr. Wong was named Fund Manager of the year for Emerging Markets by Citywire in 2016-17 and has been named by Citywire as one of the top portfolio managers of the last ten years. He was also conferred the Chairman's Award in 2006, given to approximately a dozen out of UBS AG's then 70,000 employees each year, for outstanding achievements. Prior to joining UBS in 1997, Mr. Wong co-founded an Asian investment management firm, where he served as Director of Investment Management, responsible for asset allocation and stock selection for global and regional institutional portfolios from 1989 to 1997. He began his career in engineering, working on quantitative modelling of semiconductor devices and conducting research on artificial intelligence. Mr. Wong currently serves on the boards of Xora Innovation and the Singapore Symphonia Group and the board of trustees of Mindef's Savers-Premium fund. He had previously served on the board of Singapore Exchange, the combined stock and futures exchange of Singapore, between 2003 and 2006. He is also a member of the Singapore Society of Financial Analysts and a Fellow of the Institute of Banking and Finance. Mr. Wong holds a degree in SM Electrical Engineering and Computer Science from the Massachusetts Institute of Technology and a Master of Business Administration degree from MIT Sloan School of Management.

Mr. Jaime Augusto Zobel de Ayala joined Temasek as a Director on 1 January 2022. He is the Chairman of Ayala Corporation, one of the largest business groups in the Philippines with interests in real estate, banking, telecommunications, energy and infrastructure, industrial and technologies, healthcare, and education. He most recently served as CEO of Ayala Corporation from 2006 to 2021. Outside the Ayala group, Mr. Zobel de Ayala is a member of various business and socio-civic organisations in the Philippines and abroad, including the JP Morgan International Council and LeapFrog Investment's Global Leadership Council. He currently sits on the Board of Endeavor Philippines and is member of the International Advisory Council of the Singapore Management University. He was a former Trustee of the Board of the Singapore Management University. He is a three-time recipient of Philippine Presidential awards: the Medal of Merit (2009), Legion of Honor (2010), and Order of Mabini (2015). In 2017, he was recognised as a United Nations Sustainable Development Goals (**"**SDG") Pioneer for his work in sustainable business strategy and operations. He was one of 10 individuals recognised for championing sustainability and the pursuit of the 17 SDGs in business. Mr. Zobel de Ayala received his Bachelor of Arts degree (with Honours) in Economics and Master of Business Administration degree from Harvard University.

Mr. Dilhan Pillay Sandrasegara joined Temasek in September 2010. He was appointed Executive Director and CEO of Temasek Holdings on 1 October 2021 and is concurrently the CEO of Temasek International, a position he has held since April 2019. Mr. Sandrasegara has held various leadership roles in Temasek, including Head of the Investment, Portfolio Management and Enterprise Development Groups. He has also led the firm's market investment teams in Singapore and the Americas. Prior to Temasek, Mr. Sandrasegara was the Managing Partner of Wong Partnership LLP. He has over 20 years of legal experience, with a focus on mergers and acquisitions, corporate governance and corporate law. Mr. Sandrasegara serves on the Boards of Climate Impact X, Verified Impact Exchange Holdings, and the Peterson Institute for International Economics. He is also Vice Chair of FCLTGlobal, and a member of the Private Sector Investment Lab of the World Bank Group, the Integrity Council for the Voluntary Carbon Market, the Financial Centre Advisory Panel of MAS, the Singapore Judicial Service Commission, Singapore Research Industry and Enterprise Council, and the Future Economy Advisory Panel at the MTI. He formerly served on the Boards of the National Research Foundation, Enterprise Singapore and was a member of the National Jobs Council. Mr. Sandrasegara holds a Bachelor of Laws degree from the National University of Singapore and a Master of Law degree from the University of Cambridge.

Committees of the Board of Directors of Temasek

Executive Committee

The members of the Executive Committee are Mr. Lim Boon Heng (Committee Chairman), Mr. Teo Chee Hean, Mr. Lee Theng Kiat, Mr. Tan Chong Meng and Mr. Dilhan Pillay Sandrasegara. The Executive Committee reviews, considers and approves matters relating to:

- supervision and control;
- financing and funding proposals;
- mergers and acquisitions;
- changes in shareholding structure;
- dividend policy; and
- any other major operating decisions as may be delegated by the Board of Directors from time to time.

Audit Committee

The members of the Audit Committee are Mr. Chin Yoke Choong Bobby (Committee Chairman), Mr. Ong Pang Thye, Mr. Tan Chee Meng and Mr. Geoffrey Wong Ee Kay. The Audit Committee is responsible for reviewing Temasek's:

- financial reporting;
- internal and external audit;
- internal controls;
- compliance with applicable laws and regulations;
- code of ethics and standards of practice; and
- valuation policy and procedures.

The Audit Committee has full access to all Temasek employees and has authority to engage external legal and professional advisers, where appropriate.

Leadership Development and Compensation Committee

The members of the Leadership Development and Compensation Committee are Mr. Lim Boon Heng (Committee Chairman), Mr. Teo Chee Hean, Mr. Lee Theng Kiat and Mr. Peter Robert Voser. The Leadership Development and Compensation Committee's objective is to establish policies on the following:

- leadership identification, development, renewal and succession plans for key positions at Temasek and its portfolio companies;
- appointment of board members of Temasek's portfolio companies, renewals of board appointments and directors' compensation for Temasek's portfolio companies;
- management compensation and performance;
- approval of remuneration and other payments to any members of the Board of Directors; and
- establishment and administration of any incentive plans.

Risk and Sustainability Committee

The members of the Risk and Sustainability Committee are Mr. Peter Robert Voser (Committee Chairman), Ms. Lee Hong Wei Jenny, Mr. Lee Theng Kiat, Mr. Jim Hagemann Snabe, Mr. Tan Chee Meng and Mr. Jaime Augusto Zobel de Ayala. The Risk and Sustainability Committee is responsible for:

- assisting the Board in its oversight of risk and reviewing risk appetite and risk profile in relation to reputation, returns, liquidity, resilience and sustainability;
- assisting the Board in its oversight of Temasek's sustainability strategies, policies, goals and targets, climate related matters, sustainability disclosures, stakeholder engagement and management, and governance on sustainability matters; and
- reviewing key public statements and relevant sections in annual reports relating to risk, sustainability and ESG-related disclosures before they are released.

Senior management of Temasek

The following table sets forth the name, age and position of each member of Temasek's senior management as at the date of this Offering Circular.

Name	Age	Position
Dilhan Pillay Sandrasegara	62	Executive Director & Chief Executive Officer of Temasek Holdings (Private) Limited & Temasek International
Chia Song Hwee	62	Deputy Chief Executive Officer of Temasek International
Chan Wai Ching	62	Chief Corporate Officer
Png Chin Yee	49	Chief Financial Officer
Rohit Sipahimalani	58	Chief Investment Officer

As Executive Director & Chief Executive Officer of Temasek Holdings (Private) Limited, Mr. Dilhan Pillay Sandrasegara is responsible for overseeing Temasek's stewardship role, including its constitutional responsibility to protect Temasek's past reserves.

Temasek International is a wholly-owned subsidiary of Temasek Holdings (Private) Limited that provides management services to Temasek Holdings (Private) Limited.

As Executive Director & Chief Executive Officer of Temasek International, Mr. Dilhan Pillay Sandrasegara is responsible for Temasek's role as an active investor and shareholder. He oversees the operations of Temasek and the organisation of its talent and resources to deliver sustainable returns over the long term and achieve Temasek's corporate strategies.

Temasek's senior leadership work closely to oversee and strengthen Temasek's foundation as a forward-looking institution.

Mr. Dilhan Pillay Sandrasegara. See "— Board of Directors of Temasek".

Mr. Chia Song Hwee joined Temasek in October 2011 and is currently Deputy Chief Executive Officer of Temasek International. Mr. Chia is also a member of Singapore's Advisory Council on the Ethical Use of AI and Data, as established by the Infocomm Media Development Authority. Prior to joining Temasek, Mr. Chia was the Chief Operating Officer at GLOBALFOUNDRIES. Before the integration of GLOBALFOUNDRIES and Chartered Semiconductor Manufacturing Ltd ("Chartered"), he served as a Director of the Board, and President and Chief Executive Officer of Chartered from June 2002 to December 2009. Mr. Chia also held a number of management positions since he joined Chartered in 1996, including Senior Vice President, Chief Financial Officer and Chief Administrative Officer. Prior to his tenure at Chartered, Mr. Chia was from the Schlumberger group, a global oilfield services group, where he was Regional Controller for Asia, Australia and Middle East for the drilling group. Mr. Chia received his Bachelor of Business (Accountancy) degree, with distinction, from Edith Cowan University, Australia and is a member of CPA Australia. He was honoured with the EE Times Annual Creativity in Electronics (ACE) Award for Executive of the Year in 2007.

Ms. Chan Wai Ching joined Temasek in June 2006 and is currently Chief Corporate Officer for Temasek. Ms. Chan is a member of the various management committees of Temasek that decide on investment and non-investment matters for the firm. She oversees the Administration, Procurement, Community Stewardship, Internal Communications, Organisation & People, and Public Affairs functions. In addition, she works closely with the Chairman and the remuneration and nominating board committees of Temasek's various portfolio companies on various board matters, which includes the identification of various board capabilities to support the direction of each company's business, management incentive plan designs, executive and non-executive compensation matters, as well as management succession plans. For some companies, she is also a member of the remuneration and nominating committee. Ms. Chan has deep experience in human resources with several large organisations. Ms. Chan holds a Bachelor of Business Administration degree from the National University of Singapore and a graduate diploma in HR management and completed the Advanced Management Programme at Harvard Business School in 2012.

Ms. Png Chin Yee joined Temasek in July 2011 and is currently Chief Financial Officer. Her prior roles in Temasek include Head, Financial Services, Senior Managing Director, China, and Senior Managing Director, Portfolio Strategy and Risk Group. Prior to joining Temasek, Ms. Png was Managing Director with UBS AG where she was Joint Head of the Financial Institutions Group for Asia investment banking. Ms. Png holds a Bachelor of Accountancy degree with First Class Honours from the Nanyang Technological University and is a Chartered Financial Analyst.

Mr. Rohit Sipahimalani joined Temasek in November 2008 and is currently Chief Investment Officer. He started his career at Temasek as head of the Telecommunications, Media & Technology investment team. In 2012, he was appointed Co-Chief Investment Officer and has since held various roles including Joint Head, Investment Group; Joint Head, Portfolio Strategy & Risk Group and Head, India, before assuming his current position in January 2020. Prior to joining Temasek, Mr. Sipahimalani spent 11 years with Morgan Stanley holding senior positions across its Mumbai and Hong Kong offices, including Co-Head of their Asia Pacific M&A business in Hong Kong before his appointment as Managing Director and Head of South East Asia Investment Banking in Singapore. Mr. Sipahimalani started his career with Citibank, Mumbai, after which he spent a few years with McKinsey & Company in India as a management consultant before he joined Morgan Stanley. Mr. Sipahimalani graduated from St. Stephens College, Delhi University with a Bachelor of Arts (Economics) degree and holds a Post Graduate Diploma in Business Management from the Indian Institute of Management, Ahmedabad.

Management Committees of Temasek

Temasek Holdings (Private) Limited's Chief Executive Officer is assisted in Temasek's day to day policy implementation and operational decisions by the following management committees:

- The Senior Divestment and Investment Committee;
- The Senior Management Committee; and
- The Strategy, Portfolio and Risk Committee.

The Senior Divestment and Investment Committee reviews, monitors and manages the overall investment portfolio on an ongoing basis. It has the flexibility of maintaining, increasing, reducing or divesting Temasek's holdings in companies or making new investments up to the authority level delegated by the Board of Directors.

The Senior Management Committee reviews and sets overall management and organisational policies. These include internal controls and the implementation of Temasek's valuation policy approved by the Audit Committee, as well as Temasek's derivatives frameworks.

The Strategy, Portfolio and Risk Committee reviews macroeconomic and global political, technology and social trends that provide the context in which new opportunities and risks in existing and new markets may arise. It reviews the risk tolerance framework to keep it relevant, as well as value creation opportunities.

The Issuer

The Issuer is indirectly, through an Investment Holding Company, a wholly-owned subsidiary of Temasek and was incorporated under the laws of Singapore on 12 July 2004. It is an Investment Holding Company whose principal activity is financing. The Issuer intends to provide the net proceeds arising from Notes issued under the Programme to Temasek and its Investment Holding Companies to fund their ordinary course of business, unless otherwise disclosed in the relevant Pricing Supplement. The Issuer's principal executive office is located at 60B Orchard Road, #06-18, The Atrium@Orchard, Singapore 238891. The issued share capital of the Issuer is S$2.00 comprising two ordinary shares issued, which are indirectly, through an Investment Holding Company, held by Temasek. As at the date of this Offering Circular, the Issuer has outstanding debt consisting of US$500,000,000 aggregate principal amount of 5.375% Guaranteed Debentures due 2039, S$300,000,000 aggregate principal amount of 4.0% Guaranteed Notes due 2029, S$300,000,000 aggregate principal amount of 4.2% Guaranteed Notes due 2039, S$500,000,000 aggregate principal amount of 4.0475% Guaranteed Notes due 2035, £500,000,000 aggregate principal amount of 5.125% Guaranteed Notes due 2040, S$1,000,000,000 aggregate principal amount of 4.2% Guaranteed Notes due 2050, US$500,000,000 aggregate principal amount of 3.375% Guaranteed Notes due 2042, €500,000,000 aggregate principal amount of 1.5% Guaranteed Notes due 2028, US$1,350,000,000 aggregate principal amount of 3.625% Guaranteed Notes due 2028, €500,000,000 aggregate principal amount of 0.5% Guaranteed Notes due 2031, €500,000,000 aggregate principal amount of 1.25% Guaranteed Notes due 2049, US$750,000,000 aggregate principal amount of 1.00% Guaranteed Notes due 2030, US$1,000,000,000 aggregate principal amount of 2.25% Guaranteed Notes due 2051, US$1,000,000,000 aggregate principal amount of 2.50% Guaranteed Notes due 2070, US$750,000,000 aggregate principal amount of 1.625% Guaranteed Notes due 2031, US$750,000,000 aggregate principal amount of 2.375% Guaranteed Notes due 2041, US$1,000,000,000 aggregate principal amount of 2.75% Guaranteed Notes due 2061, S$1,500,000,000 aggregate principal amount of 2.8% Guaranteed Notes due 2071, €750,000,000 aggregate principal amount of 3.25% Guaranteed Notes due 2027, €750,000,000 aggregate principal amount of 3.50% Guaranteed Notes due 2033, CNY750,000,000 aggregate principal amount of 3.2% Guaranteed Notes due 2029, CNY400,000,000 aggregate principal amount of 3.35% Guaranteed Notes due 2039, CNY450,000,000 aggregate principal amount of 3.4% Guaranteed Notes due 2044, CNY1,000,000,000 aggregate principal amount of 2.75% Guaranteed Notes due 2034 and CNY1,700,000,000 aggregate principal amount of 3.10% Guaranteed Notes due 2054. These Notes are guaranteed by Temasek.

No financial statements for the Issuer are included in this Offering Circular, and the Issuer will not publish financial statements on an interim basis or otherwise (except for such statements, if any, which the Issuer is required by Singapore law to publish). The Issuer intends to furnish to the New York Trustee, the Singapore Trustee and the English Trustee within 180 days after the end of each fiscal year an annual report (in English), including a balance sheet and statements of income, shareholders' equity and cash flows of the Issuer and its subsidiaries (if any) certified by independent auditors and prepared on a consistent basis with past accounting practices and policies (save to the extent otherwise disclosed in its audited accounts) in conformity with IFRS and copies of periodic financial reports (if any) that it files with SGX-ST within 15 days after such filing is required or occurs. Any such information or reports, if published, will be made available for inspection during normal business hours at the specified office of the relevant Paying Agent.

The following table sets forth the name, age and position of each member of the Board of Directors of the Issuer as at the date of this Offering Circular.

Name	Age	Position
Chia Song Hwee	62	Director
Goh Bee Kheng	58	Director
Tan Sin Oon, Gregory	55	Director
Png Chin Yee	49	Director
Rohit Sipahimalani	58	Director

The address of each of the Directors of the Issuer, in their capacity as Directors of the Issuer, is 60B Orchard Road, #06-18, The Atrium@Orchard, Singapore 238891.

The establishment of the Programme was approved by the Board of Directors of the Issuer on 12 September 2005.

Description of the Notes governed by New York law

The particular terms of any Notes issued under the Programme will be described in an accompanying supplement to this Offering Circular (a "Pricing Supplement"). The terms and conditions set forth below in this "Description of the Notes governed by New York law" will apply to each Note governed by the laws of the State of New York, unless otherwise specified in the applicable Pricing Supplement and in such Notes.

Notes denominated in Renminbi will be governed by, and construed in accordance with, the laws of England. Notes denominated in Singapore dollars will be governed by, and construed in accordance with, the laws of the Republic of Singapore. All other Notes will be governed by, and construed in accordance with, the laws of the State of New York, the laws of England, the laws of the Republic of Singapore or such other law as specified in the applicable Pricing Supplement and in such Notes.

Notes governed by the laws of the State of New York shall be issued under a second amended and restated indenture dated as of 18 July 2022 (as may be further amended, supplemented or otherwise modified and in effect from time to time, the "Indenture") among the Issuer, the Guarantor and Deutsche Bank Trust Company Americas as New York Trustee. Notes governed by the laws of Singapore shall be issued under a second amended and restated trust deed governed under Singapore law dated 18 July 2022 (as may be further amended, supplemented or otherwise modified and in effect from time to time, the "Singapore Law Trust Deed") among the Issuer, the Guarantor and DBS Trustee Limited as Singapore Trustee. See "Terms and conditions of the Notes governed by Singapore law". Deutsche Bank Trust Company Americas was appointed as the initial transfer agent and paying agent in New York City, State of New York, and for the calculation of certain interest rates and interest amounts, the initial transfer agent and paying agent in London, England, the initial paying agent in Singapore, and for the calculation of certain interest rates and interest amounts and the initial note registrar, pursuant to the terms of the Indenture. The Issuer terminated the appointments of Deutsche Bank Trust Company Americas pursuant to a notice of termination dated 26 June 2020 and appointed Citibank, N.A., London Branch to such roles pursuant to a letter of appointment dated 26 June 2020. Notes governed by the laws of England shall be issued under a second amended and restated trust deed governed under English law dated 18 July 2022 (as may be further amended, supplemented or otherwise modified and in effect from time to time, the "English Law Trust Deed") among the Issuer, the Guarantor and the English Trustee. See "Terms and conditions of the Notes governed by English law". Notes issued under other laws shall be issued under such instrument(s) as may be appropriate as set out in the applicable Pricing Supplement and in such Note.

The establishment of the Programme was authorised by a resolution passed by the Board of Directors of the Issuer on 12 September 2005 and of Temasek on 7 September 2005. All Notes offered under the Programme are limited to an aggregate principal amount (which in the case of Notes issued at a premium, shall be the aggregate initial offering price, in the case of Notes issued at a discount from their principal amount, shall be their principal amount, in the case of partly paid Notes, shall be the amount of subscription monies paid up at such time, or, in the case of Notes denominated in a currency other than U.S. dollars, the approximate equivalent thereof determined on the basis of the spot rate for the sale of the U.S. dollar against the purchase of the relevant currency in the London foreign exchange market quoted by any leading bank selected by the Issuer at any time selected by the Issuer during the five-day period before the date the Issuer agreed to issue such Notes), at any time outstanding of up to US$25,000,000,000. The maximum amount that may be issued under the Programme may be increased pursuant to the terms of the Programme.

The following summary of certain provisions of the Indenture does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the Indenture, including the definitions therein of certain terms. Wherever particular sections or defined terms of the Indenture are referred to, such sections or defined terms shall be deemed to be incorporated herein by reference. Capitalised terms used in this "Description of the Notes governed by New York law" that are not otherwise defined shall have the same meaning given to such terms as in the Indenture, and references in this "Description of the Notes governed by New York law" to "Notes" are only to Notes governed by the laws of the State of New York and issued under the Indenture.

General

Unless otherwise stated in the applicable Pricing Supplement, the Notes will constitute direct, unsecured and unsubordinated obligations of the Issuer. The Notes of each series will rank *pari passu* among themselves and, unless otherwise stated in the applicable Pricing Supplement, at least *pari*

passu with all other existing and future unsecured and unsubordinated obligations of the Issuer, other than with respect to obligations which may be preferred by law or rank senior by operation of law.

The Indenture provides that the Notes may be issued from time to time in one or more series thereunder (Indenture § 301). All Notes of one series need not be issued at the same time and, unless otherwise provided in the applicable Pricing Supplement, a series may be re-opened under the Indenture, without the consent of any Noteholder, for issuances of additional Notes which will be consolidated and form one series with the previously issued Notes (Indenture § 301). Any such further issuances could have adverse tax consequences to U.S. Noteholders which may affect the market value of the Notes as discussed below under "Certain tax considerations — United States federal income taxation — Original issue discount —Additional Notes". All Notes within a series will have the same maturity date and terms otherwise identical (except in relation to issue dates, interest paid or payable on or prior to the first interest payment date after issuance thereof, issue prices and related matters). The Notes of each series will be interchangeable with all other Notes of that series. Each series of Notes shall mature on such dates, bear interest at such rates and have such other terms and provisions not inconsistent with the Indenture as the Issuer may determine.

The Notes will be issued only in fully registered form and in minimum denominations and integral multiples as specified in the applicable Pricing Supplement. Notes in bearer form may be issued pursuant to a supplemental indenture that provides for the issuance of Bearer Notes. Such supplemental indenture shall be in a form agreed between the Issuer, the Guarantor and the New York Trustee and in compliance with U.S. tax and other laws. Notes will be issued in minimum denominations of US$200,000 and integral multiples of US$1,000 in excess thereof and Definitive IAI Registered Notes sold in the United States to Institutional Accredited Investors pursuant to Section 4(a)(2) of the Securities Act or in a transaction otherwise exempt from registration under the Securities Act will be in denominations of US$250,000 and integral multiples of US$1,000 in excess thereof.

The Notes may be issued as Original Issue Discount Notes. An Original Issue Discount Note is a Note, including any Note that does not provide for the payment of interest prior to Maturity, which is issued at a price lower than the principal amount thereof and which provides that upon redemption or acceleration of the Stated Maturity thereof an amount less than the principal amount thereof shall become due and payable. In the event of redemption or acceleration of the Stated Maturity of an Original Issue Discount Note, the amount payable to the holder of such Note upon such redemption or acceleration will be determined in accordance with the terms of the Note, but will be an amount less than the amount payable at the Stated Maturity of such Note. Original Issue Discount Notes (and certain other Notes) may be treated as issued with original issue discount ("OID") for U.S. federal income tax purposes.

The Notes will be redeemable, at the option of the Issuer, prior to their Stated Maturity in the event that the Issuer is obligated to pay any Additional Amounts described in "— Payments of Additional Amounts" as a result of certain changes in law. See "— Optional tax redemption". Unless otherwise specified in the applicable Pricing Supplement, the Issuer may at its option at any time redeem the Notes as described in "— Optional redemption". In addition, the applicable Pricing Supplement will indicate whether a Note will be otherwise redeemable at the option of the Issuer on or after a specified date prior to its Stated Maturity at a specified Redemption Amount. The applicable Pricing Supplement will also indicate whether the Issuer will be obligated to redeem a Note at the option of the holder thereof. If the Issuer will be so obligated, the applicable Pricing Supplement will indicate the period or periods within which (or, if applicable, the event or events upon the occurrence of which) and the price or prices at which the applicable Notes will be redeemed, in whole or in part, pursuant to such obligation and the other detailed terms and provisions of such obligation.

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Guarantor, the New York Trustee and any agent of the Issuer, the Guarantor or the New York Trustee may (a) for the purpose of making payment thereon or on account thereof deem and treat the registered holder of any Global Note or Definitive Note as the absolute owner thereof and of all rights thereunder free from all encumbrances, and shall not be required to obtain proof of such ownership or as to the identity of the registered holder of any Global Note or Definitive Note, and (b) for all other purposes deem and treat:

(i) the registered holder of any Definitive Note; and

(ii) each person for the time being shown in the records of any of the Clearing Systems, or such other additional or alternative clearing system approved by the Issuer or the Guarantor (as applicable) and the New York Trustee, as having a particular principal amount of Notes credited to his or her securities account,

as the absolute owner thereof free from all encumbrances and shall not be required to obtain proof of such ownership (other than, in the case of any Person for the time being so shown in such records, a certificate or letter of confirmation signed on behalf of the relevant Clearing System or any other form of record made by any of them) or as to the identity of the registered holder of any Global Note or Definitive Note (Indenture § 308).

Unless otherwise specified in the applicable Pricing Supplement, the Notes will not be subject to any sinking fund or analogous provisions.

Guarantee

The Guarantor will fully, unconditionally and irrevocably guarantee to each Noteholder the due payment of all amounts owing from time to time under the Notes, including, without limitation, the Redemption Amount, interest and Additional Amounts.

Unless otherwise stated in the applicable Pricing Supplement, the Guarantee of the Notes will constitute a direct, unconditional, unsecured and unsubordinated obligation of the Guarantor and will rank at least *pari passu* with all existing and future unsecured and unsubordinated obligations of the Guarantor (other than with respect to obligations which may be preferred by law or rank senior by operation of law) and senior to all existing and future subordinated obligations of the Guarantor.

The Guarantor has (i) agreed that its obligations under the Guarantee will be as if it were principal obligor and not merely surety and will be enforceable irrespective of any invalidity, irregularity or unenforceability of the Notes or the Indenture and (ii) waived its right to require the New York Trustee to pursue or exhaust its legal or equitable remedies against the Issuer prior to exercising its rights under the Guarantee.

The Guarantor is an investment company, and its obligations under the Guarantee will be structurally subordinated to all liabilities of its portfolio companies.

Procedures for payment

Payment of the principal of or premium or interest on Notes will be made to the registered holders thereof at the specified office of the relevant Paying Agents in U.S. dollars; *provided*, *however*, that if the Note is a Global Note, payments shall be made to the account designated by the depositary. Notwithstanding the foregoing, a registered holder of US$10,000,000 or more in aggregate principal amount of such Notes having the same Interest Payment Date will be entitled to receive payments of interest, other than interest due at Maturity, by wire transfer of immediately available funds to an account at a bank located in The City of New York or such other financial centre set out in the applicable Pricing Supplement if appropriate wire transfer instructions have been received by the Paying Agent or any other paying agent in writing not less than 15 calendar days prior to the applicable Interest Payment Date (Indenture § 310).

Interest on any Note which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Note (or one or more predecessor Notes) is registered at the close of business on the Regular Record Date for such interest immediately preceding the applicable Interest Payment Date; *provided*, *however*, that any interest on any Note of any series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date ("Defaulted Interest") shall promptly cease to be payable to the Noteholder on the relevant Regular Record Date, and such Defaulted Interest will be paid to the persons in whose names the Notes of such series are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest or in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Notes may be listed; and *provided* further that interest payable at Maturity or redemption will be payable to the Person to whom principal shall be payable. The first payment of interest on any interest-bearing Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the second Interest Payment Date following the Original Issue Date of such Note to the registered owner on the Regular Record Date immediately preceding such second Interest Payment Date (Indenture § 307).

Transfer and exchange

Subject to the restrictions on resale set forth in "Notice to purchasers and holders of Registered Notes and transfer restrictions" of this Offering Circular and the applicable Pricing Supplement, the Notes

may be presented for registration of transfer or exchange at the office of the relevant Paying Agent. No service charge will be made for any transfer or exchange of such Notes, but the Issuer or the Guarantor (as applicable) may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith (Indenture § 305).

Events of Default

The Indenture provides that, if any Event of Default (other than an Event of Default specified in paragraphs (d) and (e) below) with respect to Notes of any series at the time Outstanding occurs and is continuing, the New York Trustee at its discretion may, and if so requested in writing by the Noteholders of not less than 25.0% in principal amount of the Outstanding Notes of that series shall, by notice as provided in the Indenture, declare the Redemption Amount of all of the Notes of that series to be due and payable immediately and upon such declaration such Redemption Amount shall become immediately due and payable together with accrued but unpaid interest to (but excluding) the date of redemption; *provided* that in the event that the New York Trustee shall have resigned or been removed and a successor New York Trustee shall not have been appointed, such notice may be given directly by the Noteholders of not less than 25.0% in principal amount of the Outstanding Notes of that series. If an Event of Default specified in paragraphs (d) and (e) below with respect to Notes of any series at the time Outstanding occurs, then the Redemption Amount of all of the Notes of that series together with accrued but unpaid interest to (but excluding) the date of redemption shall, without any act by the New York Trustee or the holders of such Notes, become immediately due and payable without presentment, demand, protest or other notice of any kind. Upon certain conditions at any time after such acceleration or declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the New York Trustee under the Indenture, the act of holders of a majority in aggregate principal amount of the Outstanding Notes of that series, by written notice to the Issuer or the Guarantor (as applicable), and the New York Trustee, may rescind and annul such acceleration or declaration of acceleration and its consequences on behalf of the holders of all Notes of that series (Indenture § 502).

Each of the following shall be an Event of Default with respect to the Notes of any series (Indenture § 501):

(a) failure to pay any interest on any Note when due and payable, and continuance of such default for a period of 14 days;

(b) failure to pay the Redemption Amount of any Note when due and payable, and continuance of such default for a period of 14 days;

(c) failure by the Issuer or the Guarantor to perform any other covenant of the Issuer or the Guarantor (other than a covenant expressly included in the Indenture solely for the benefit of one or more series of Notes other than such series of Notes), and continuance of such failure for 60 days after written notice by the New York Trustee;

(d) (i) the entry by a court having jurisdiction in the premises of a decree or order for relief in respect of the Issuer or the Guarantor in any voluntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation, winding up (other than a reorganisation or winding up under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency), sequestration or other similar law or (ii) the entry by a court having jurisdiction in the premises of a decree or order adjudging the Issuer or the Guarantor a bankrupt or insolvent, or approving as properly filed a petition seeking reorganisation, arrangement, adjustment or composition of or in respect of the Issuer or the Guarantor under any applicable law (other than any reorganisation, arrangement, adjustment or composition for the purposes of, or in connection with, a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or the Guarantor or ordering the winding up or liquidation of the affairs of the Issuer or the Guarantor (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency), and any such decree or order for relief or any such other decree or order shall not have been discharged or stayed within 60 days;

(e) commencement by the Issuer or the Guarantor of a voluntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or other similar law or any other case or proceeding to be

adjudicated bankrupt or insolvent, or the consent by the Issuer or the Guarantor to the entry of a decree or order for relief in respect of the Issuer or the Guarantor in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Issuer or the Guarantor or the filing by the Issuer or the Guarantor of a petition or answer or consent seeking reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or relief under any such applicable law, or the consent by the Issuer or the Guarantor to the filing of such petition or to the appointment or the taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or the Guarantor, or the making by the Issuer or the Guarantor of an assignment for the benefit of creditors, or the taking of action by the Issuer or the Guarantor in furtherance of any such action;

(f) the failure by the Issuer or the Guarantor to pay when due and payable, after the expiration of any applicable grace period, any portion of the principal of, or involuntary acceleration of the maturity of, indebtedness for borrowed money of or guaranteed by the Issuer or the Guarantor having an aggregate principal amount Outstanding in excess of US$100,000,000 (or its equivalent in another currency); or

(g) the Guarantee shall cease to be in full force or effect or the Guarantor shall deny or disaffirm in writing its obligations under the Guarantee.

The applicable Pricing Supplement may specify additional Events of Default.

The holders of not less than a majority in aggregate principal amount of Outstanding Notes of any series may waive any past default with respect to such Notes, except a default in the payment of principal, premium or interest or in respect of other covenants or provisions of the Indenture which cannot be amended without the consent of the holder of each Note of such series affected (Indenture § 513).

Subject to the provisions of the Indenture relating to the duties of the New York Trustee, in case of an Event of Default, the New York Trustee will be under no obligation to expend or risk its own funds or to exercise, at the request or direction of any of the holders of Notes of such series, any of the rights or powers vested in it pursuant to the Indenture unless such Noteholders shall have offered to the New York Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction (Indenture § 603). Subject to such provisions for the indemnification of the New York Trustee and certain other limitations, the holders of a majority in aggregate principal amount of the Outstanding Notes of such series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the New York Trustee or exercising any trust or power conferred on the New York Trustee (Indenture § 512).

A Noteholder may not pursue any remedy with respect to the Indenture or the Notes unless: (1) the Noteholder gives written notice to the New York Trustee of a continuing Event of Default with respect to the Notes of that series; (2) the holders of at least 25.0% in principal amount of the Outstanding Notes of that series shall have made a written request to the New York Trustee to institute proceedings in respect of such Event of Default; (3) such Noteholder or Noteholders offers to the New York Trustee indemnity or security reasonably satisfactory to the New York Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; (4) the New York Trustee does not comply with the request within 60 days after receipt of the request and offer of indemnity or security; and (5) during such 60-day period, the holders of 75.0% in principal amount of the Outstanding Notes of that series do not give the New York Trustee a direction that is inconsistent with the request (Indenture § 507). However, such limitations do not apply to the right of any holder of a Note to receive payment of the principal of and premium, if any, and (subject to the second paragraph under "— Procedures for payment" above) interest, if any, on such Note and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Noteholder (Indenture § 508).

The Indenture provides that the New York Trustee will, within 90 days after the occurrence of any default with respect to the Notes of any series, give to the holders of Notes of such series notice of such default known to it, unless such default shall have been cured or waived; *provided* that, except in the case of a default in the payment of principal of or premium, if any, or interest, if any, on the Notes of such series, the New York Trustee shall be protected in withholding such notice if it determines in good faith that the withholding of such notice is in the interest of such Noteholders (Indenture § 602).

Payments of Additional Amounts

Pursuant to the Indenture, the Issuer and the Guarantor will agree duly and punctually to pay the principal of and premium and interest, if any, on the Notes and any payments under the Guarantee when and as the same shall become due and payable, whether at Stated Maturity, upon acceleration, or by call for redemption. The Issuer and the Guarantor will agree that any amounts to be paid by them under the Indenture, the Notes and the Guarantee will be paid without deduction or withholding for any and all present and future taxes, levies, imposts or other governmental charges whatsoever imposed, assessed, levied or collected by or for the account of the Republic of Singapore and, if different, the jurisdiction of organisation, tax residency or formation of the Issuer or the Guarantor (as applicable), and any other jurisdiction through which payment is made (if applicable) or any political subdivision or taxing authority thereof or therein (as such jurisdiction may be changed from time to time pursuant to the terms of the Indenture) (the "Relevant Taxing Jurisdiction") unless required by law (including under FATCA (as defined below)). In the case of payments in respect of Notes not denominated in Singapore dollars, if deduction or withholding of any such taxes, levies, imposts or other governmental charges shall at any time be required by the Relevant Taxing Jurisdiction, the Issuer and the Guarantor (as applicable) shall pay such additional amounts ("Additional Amounts") in respect of any such principal, premium and interest (as applicable) or any payment under the Guarantee as may be necessary in order that the net amounts paid to the holders of such Notes or to the New York Trustee or any Paying Agent, as the case may be, pursuant to the Indenture and such Notes and the Guarantee after such deduction or withholding shall equal the respective amounts of principal, premium and interest as specified in such Notes, to which the holders thereof or the New York Trustee would be entitled if no such deduction or withholding had been made; *provided* that no Additional Amounts shall be payable in relation to or to the extent of any tax, levy, impost or other governmental charge:

(1) which would not be payable or due but for the fact that the beneficial owner or the holder of such Notes is a domiciliary, national or resident of, or engaging in business (whether through a branch, agency or otherwise) or maintaining a permanent establishment or being physically present in, the Relevant Taxing Jurisdiction or otherwise having some connection with the Relevant Taxing Jurisdiction other than the holding or ownership of a Note, or receiving income therefrom, or the enforcement of a Note;

(2) which would not be payable or due but for the fact that, where presentation is required, such Note was presented more than 30 days after the date such payment became due or was provided for, whichever is later, except to the extent that the holder thereof would have been entitled to Additional Amounts on presenting the same for payment on or before the expiration of 30 days;

(3) which would not be payable or due but for the Noteholder's or beneficial owner's failure to comply with any certification, identification or other reporting requirements of the Relevant Taxing Jurisdiction concerning the nationality, residence, identity or other attributes of the Noteholder or beneficial owner of such Note required in connection with a claim of eligibility for avoidance or reduction of withholding or deduction of tax under the laws of the Relevant Taxing Jurisdiction, if requested in writing addressed to the Noteholder by the Issuer to comply with such requirement;

(4) imposed on a payment to or for an individual that is required to be made pursuant to the European Council Directive 2003/48/EC or any other law implementing or complying with, or introduced in order to conform to, such directive;

(5) which would not be payable or due but for the fact that the Note was presented for payment by or on behalf of a Noteholder who would have been able to avoid such withholding or deduction by presenting the relevant Note to another Paying Agent in a Member State of the European Union;

(6) that is imposed in respect of any estate, inheritance, gift, sales, transfer or similar taxes of a Noteholder or beneficial owner of such Note;

(7) if the Noteholder is a fiduciary or partnership or person other than the sole beneficial owner of such payment to the extent that no Additional Amounts would have been payable had such Noteholder been the sole beneficial owner of the Note;

(8) which is imposed or required to be withheld under Sections 1471 to 1474 (or any successor provisions or amendments thereof) of the United States Internal Revenue Code of 1986, as amended, or pursuant to any agreements and any official pronouncements with respect thereto or any inter-governmental agreement or legislation (or rules or practices) adopted in connection therewith ("FATCA"); or

(9) any combination of items (1) through (8) above.

No Additional Amounts shall be payable in relation to Notes denominated in Singapore dollars. Whenever there is mentioned in any context the payment of principal, premium or interest in respect of any Note, such mention shall be deemed to include the payment of Additional Amounts provided for in the Indenture to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof pursuant to the Indenture (Indenture § 1001).

Interest and Interest Rates

Unless otherwise indicated in the applicable Pricing Supplement, interest-bearing Notes will bear interest at either (a) a fixed rate (a "Fixed Rate Note") or (b) a floating rate determined by reference to an interest rate formula, which may be adjusted by adding or subtracting the Spread and/or multiplying by the Spread Multiplier (a "Floating Rate Note"). Each interest-bearing Note will bear interest from and including the Original Issue Date of the series or from and including the most recent Interest Payment Date (or, in the case of a Floating Rate Note with daily or weekly Interest Reset Dates (as defined below), the day following the Regular Record Date immediately preceding such Interest Payment Date) with respect to which interest on such Note (or any predecessor Note) has been paid or duly provided for at the fixed rate per annum, or at the rate per annum determined pursuant to the interest rate formula, stated therein and in the applicable Pricing Supplement, as applicable, until the principal thereof is paid or made available for payment.

Interest rates, or interest rate formulae, are subject to change by the Issuer or the Guarantor (as applicable) from time to time, but no such change will affect any Note already issued or as to which an offer to purchase has been accepted by the Issuer or the Guarantor (as applicable).

Fixed Rate Notes

The applicable Pricing Supplement relating to a Fixed Rate Note will designate a fixed rate of interest per annum payable on such Note. Unless otherwise indicated in the applicable Pricing Supplement, (1) the Interest Payment Date(s) with respect to Fixed Rate Notes shall be either annually or semi-annually and (2) the Regular Record Date(s) for Fixed Rate Notes shall be the date that is 15 calendar days prior to each Interest Payment Date, whether or not such date is a Business Day. Unless otherwise indicated in the applicable Pricing Supplement, interest payments for Fixed Rate Notes shall be the amount of interest accrued from and including (1) the Original Issue Date of the series or (2) the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, to but excluding the relevant Interest Payment Date. Unless otherwise indicated in the applicable Pricing Supplement, interest on such Notes will be computed on the basis of a 360-day year of twelve 30-day months and, in the case of an incomplete month, the actual number of days elapsed. Unless otherwise indicated in the applicable Pricing Supplement, in any case where any Interest Payment Date, redemption date or Stated Maturity of any Fixed Rate Note is not a Business Day at any place of payment, then payment of principal of or any premium or interest on such Note need not be made at such place of payment on such date, but may be made on the next succeeding Business Day at such place of payment with the same force and effect as if made on the Interest Payment Date, redemption date or at the Stated Maturity, *provided* that no interest shall accrue on the amount payable for the period from and after such Interest Payment Date, redemption date or Stated Maturity, as the case may be.

Floating Rate Notes

The applicable Pricing Supplement relating to a Floating Rate Note will designate an interest rate formula for such Floating Rate Note. Such formula may be: (a) the Commercial Paper Rate, in which case such Note will be a Commercial Paper Rate Note, (b) the Prime Rate, in which case such Note will be a Prime Rate Note, (c) the CD Rate, in which case such Note will be a CD Rate Note, (d) the Federal Funds Rate, in which case such Note will be a Federal Funds Rate Note, (e) the Treasury Rate, in which case such Note will be a Treasury Rate Note, (f) the CMT Rate, in which case such Note will be a CMT Rate Note or (g) such other interest rate formula as is set forth in such Pricing Supplement. The applicable Pricing Supplement for a Floating Rate Note also will specify the Spread and/or Spread Multiplier, if any, and the maximum or minimum interest rate limitation, if any, applicable to each Note. In addition, such Pricing Supplement will define or specify for each Floating Rate Note the following terms, if applicable: Calculation Dates, Initial Interest Rate, Interest Payment Dates, Regular Record Dates, Index Maturity, Interest Determination Dates and Interest Reset Dates with respect to such Notes. Unless otherwise specified in the applicable Pricing Supplement, the relevant Paying Agent will act as Calculation Agent with respect to the Floating Rate Notes.

The rate of interest on each Floating Rate Note will be reset daily, weekly, monthly, quarterly, semi-annually, annually, or at such other time or date as specified in the applicable Pricing Supplement. Each date on which the rate of interest on Floating Rate Notes is reset as set forth below is hereinafter referred to as an "Interest Reset Date". Except as otherwise provided in the next sentence, and unless otherwise specified in the applicable Pricing Supplement, the date on which the rate of interest on Floating Rate Notes is reset will be, in the case of Floating Rate Notes which reset daily, each Market Day; in the case of Floating Rate Notes (other than Treasury Rate Notes) which reset weekly, the Wednesday of each week; in the case of Treasury Rate Notes which reset weekly, the Tuesday of each week, except as provided below; in the case of Floating Rate Notes which reset monthly, the third Wednesday of each month; in the case of Floating Rate Notes which reset quarterly, the third Wednesday of March, June, September and December; in the case of Floating Rate Notes which reset semi-annually, the third Wednesday of two months of each year, as indicated in the applicable Pricing Supplement; and in the case of Floating Rate Notes which reset annually, the third Wednesday of one month of each year, as indicated in the applicable Pricing Supplement; *provided, however,* that (a) the interest rate in effect for the period from the Original Issue Date of a Floating Rate Note (or that of a predecessor Note) to but excluding the first Interest Reset Date with respect to such Floating Rate Note will be the Initial Interest Rate (as set forth in the applicable Pricing Supplement) and (b) unless otherwise specified in the applicable Pricing Supplement, the interest rate for the 10 calendar days immediately prior to Maturity will be that in effect on the tenth calendar day preceding such Maturity. If any Interest Reset Date for any Floating Rate Note would otherwise be a day that is not a Market Day with respect to such Note, such Interest Reset Date shall be the next succeeding Market Day with respect to such Notes.

The Interest Determination Date pertaining to an Interest Reset Date for a Commercial Paper Rate Note (the "Commercial Paper Interest Determination Date"), a Prime Rate Note (the "Prime Rate Interest Determination Date"), a CD Rate Note (the "CD Rate Interest Determination Date"), a Federal Funds Rate Note (the "Federal Funds Interest Determination Date") or a CMT Rate Note (the "CMT Rate Interest Determination Date") will be the second Market Day preceding such Interest Reset Date for the relevant Note. The Interest Determination Date pertaining to an Interest Reset Date for a Treasury Rate Note (the "Treasury Interest Determination Date") will be the day on which Treasury bills are normally auctioned for the week in which such Interest Reset Date falls. Treasury bills are normally sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is normally held on the following Tuesday, except that such auction may be held on the preceding Friday. If, as a result of a legal holiday, an auction is so held on the preceding Friday, such Friday shall be the Treasury Interest Determination Date for the Interest Reset Date occurring in the next succeeding week. If the auction for such week falls on a day that is an Interest Reset Date, the Interest Reset Date for such week shall be the next succeeding Market Day.

Unless otherwise specified in the applicable Pricing Supplement, the "Calculation Date", where applicable, pertaining to any Interest Determination Date will be the first to occur of (a)(i) in the case of any CD Rate Interest Determination Date, Commercial Paper Interest Determination Date, Treasury Interest Determination Date, Federal Funds Interest Determination Date or CMT Rate Interest Determination Date, the 10th day after such interest determination date or, if any such day is not a Market Day, the next succeeding Market Day or (ii) in the case of any Prime Rate Interest Determination Date, such interest determination date, and (b) the Market Day preceding the applicable Interest Payment Date or the Stated Maturity (or the date of redemption or repayment, if any), as the case may be.

A Floating Rate Note may have either or both of the following: (a) a maximum interest rate limitation, or ceiling, on the rate of interest which may accrue during any interest period; and (b) a minimum interest rate limitation, or floor, on the rate of interest which may accrue during any interest period. In addition to any maximum interest rate which may be applicable to any Floating Rate Note, the interest rate on the Floating Rate Notes will in no event be higher than the maximum rate permitted by New York law, as the same may be modified by United States federal law of general application. Under present New York law, the maximum rate is 25.0% per annum on a simple interest basis. This limit does not apply to Notes in which US$2,500,000 or more has been invested.

Unless otherwise specified in the applicable Pricing Supplement, the Interest Payment Date with respect to a Floating Rate Note will be the third Wednesday of the month or months specified in the applicable Pricing Supplement. Unless otherwise specified in the applicable Pricing Supplement, if, pursuant to the preceding sentence, an Interest Payment Date with respect to any Floating Rate Note would otherwise be a day that is not a Market Day with respect to such Note, such Interest Payment

Date shall be the next succeeding Market Day with respect to such Note. Unless otherwise specified in the applicable Pricing Supplement, if the date for payment of the principal of or any premium or interest on any Floating Rate Note at Maturity is not a Business Day at any place of payment, then such payment of principal, premium or interest need not be made on such date at such place of payment, but may be made on the next succeeding Business Day at such place of payment with the same force and effect as if made on the date for such payment of the principal, premium or interest and no interest shall accrue on the payment from and after any such date for payment.

Unless otherwise indicated in the applicable Pricing Supplement, the Regular Record Date with respect to Floating Rate Notes shall be the date 15 calendar days prior to each Interest Payment Date, whether or not such date shall be a Market Day. Unless otherwise specified in the applicable Pricing Supplement, interest payments for Floating Rate Notes shall be in the amount of interest accrued from and including (a) the Original Issue Date of the series or (b) the most recent Interest Payment Date to which interest has been paid or duly provided for, as the case may be, to but excluding the Interest Payment Date; *provided, however,* that if the Interest Reset Dates with respect to any Floating Rate Note are daily or weekly, unless otherwise specified in the applicable Pricing Supplement, interest payable on any Interest Payment Date will include interest accrued from and including (a) the Original Issue Date of the series or (b) the day following the most recent Regular Record Date in respect of which interest has been paid or duly provided for, as the case may be, to but excluding the day following the Regular Record Date immediately preceding such Interest Payment Date. Notwithstanding the foregoing, interest payable at Maturity will include interest accrued to but excluding the date of Maturity. Unless otherwise specified in the applicable Pricing Supplement, the interest accrued on a Floating Rate Note for any period will be calculated by multiplying the face amount of such Floating Rate Note by an accrued interest factor. Such accrued interest factor is computed by adding the interest factor calculated for each day in such period. The interest factor (expressed as a decimal rounded upwards, if necessary, as described below) for each such day is computed by dividing the interest rate (expressed as a decimal rounded upwards, if necessary, as described below) applicable to such day by, unless otherwise specified in the applicable Pricing Supplement, 360, in the case of Commercial Paper Rate Notes, Prime Rate Notes, CD Rate Notes, or Federal Funds Rate Notes, or by the actual number of days in the year, in the case of Treasury Rate Notes and CMT Rate Notes. All percentages resulting from any calculation of the interest rate on Floating Rate Notes will be rounded, if necessary, to the nearest one-hundredth thousandth of a percentage point, with five one-millionths of a percentage point rounded upwards (for example, 9.876545% (or .09876545) being rounded to 9.87655% (or .0987655) and 9.876544% (or .09876544) being rounded to 9.87654% (or .0987654)), and all U.S. dollar amounts used in or resulting from such calculation on Floating Rate Notes will be rounded to the nearest cent (with one-half cent being rounded upwards). Unless otherwise indicated in the applicable Pricing Supplement, the interest rate in effect with respect to a Floating Rate Note on any day that is not an Interest Reset Date will be the interest rate determined as at the Interest Determination Date pertaining to the immediately preceding Interest Reset Date (or if there is none, the Initial Interest Rate), and the interest rate in effect on any day that is an Interest Reset Date will be the interest rate determined as at the Interest Determination Date pertaining to such Interest Reset Date, subject in either case to any maximum or minimum interest rate limitation referred to above; *provided, however,* that the interest rate in effect for the 10 calendar days prior to Maturity shall be the interest rate in effect on the tenth calendar day prior to Maturity.

Upon the request of the holder of any Floating Rate Note, or the Issuer or the Guarantor, the Calculation Agent (which shall be the relevant Paying Agent unless otherwise specified in the applicable Pricing Supplement) will provide the interest rate then in effect, and, if determined, the interest rate which will become effective on the next Interest Reset Date as a result of a determination made on the most recent Interest Determination Date with respect to such Floating Rate Note.

Interest rates on Floating Rate Notes will be determined by the Calculation Agent as follows:

(A) Commercial Paper Rate Notes

Each Commercial Paper Rate Note will bear interest at the interest rate (calculated with reference to the Commercial Paper Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable Commercial Paper Rate Notes and in the applicable Pricing Supplement.

Unless otherwise indicated in the applicable Pricing Supplement, “Commercial Paper Rate” means, with respect to any Commercial Paper Interest Determination Date, the Money Market Yield (calculated as described below) of the rate on such date for commercial paper having the Index Maturity specified in the applicable Pricing Supplement as published in H.15(519) under the heading “Commercial Paper

Non-financial". In the event that such rate is not published prior to 3:00 P.M., New York City time, on the Calculation Date pertaining to such Commercial Paper Interest Determination Date, then the Commercial Paper Rate will be the Money Market Yield of the rate on such Commercial Paper Interest Determination Date for commercial paper having the Index Maturity specified in the applicable Pricing Supplement as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying the applicable rate, under the heading "Commercial Paper Non-financial". If by 3:00 P.M., New York City time, on such Calculation Date such rate is not published in either H.15(519) or H.15 Daily Update, the Commercial Paper Rate for that Commercial Paper Interest Determination Date will be calculated by the Calculation Agent and will be the Money Market Yield of the arithmetic mean of the offered rates, as at 11:00 A.M., New York City time, on that Commercial Paper Interest Determination Date, of three leading dealers of commercial paper in The City of New York selected by the Calculation Agent for commercial paper having the Index Maturity specified in the applicable Pricing Supplement placed for an industrial issuer whose bond rating is "AAA", or the equivalent, from a nationally recognised rating agency; *provided, however,* that if the dealers selected as aforesaid by the Calculation Agent are not quoting as mentioned in this sentence, the Commercial Paper Rate will be the Commercial Paper Rate in effect on such Commercial Paper Interest Determination Date. "Money Market Yield" shall be a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "D" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal; and "M" refers to the actual number of days in the interest period for which interest is being calculated.

(B) Prime Rate Notes

Each Prime Rate Note will bear interest at the interest rate (calculated with reference to the Prime Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable Prime Rate Notes and in the applicable Pricing Supplement.

Unless otherwise indicated in the applicable Pricing Supplement, "Prime Rate" means, with respect to any Prime Rate Interest Determination Date, the rate on such date as published in H.15(519) under the heading "Bank Prime Loan". In the event that such rate is not published prior to 3:00 P.M., New York City time, on the Calculation Date pertaining to such Prime Rate Interest Determination Date, then the Prime Rate for that Prime Rate Interest Determination Date will be the rate on such Prime Rate Interest Determination Date as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying the applicable rate, under the heading "Bank Prime Loan". If by 3.00 P.M., New York City time, on such Calculation Date such rate is not published in either H.15(519) or H.15 Daily Update, the Prime Rate for that Prime Rate Interest Determination Date will be the arithmetic mean of the rates of interest publicly announced by each bank that appears on the Reuters Screen USPRIME1 Page as such bank's prime rate or base lending rate as in effect for that Prime Rate Interest Determination Date. If fewer than four such rates but more than one such rate appear on the Reuters Screen USPRIME1 Page for the Prime Rate Interest Determination Date, the Prime Rate for that Prime Rate Interest Determination Date will be the arithmetic mean of the prime rates quoted on the basis of the actual number of days in the year divided by 360 as at the close of business on such Prime Rate Interest Determination Date by at least two of the three major money centre banks in The City of New York selected by the Calculation Agent from which quotations are requested. If fewer than two quotations are provided, the Prime Rate for that Prime Rate Interest Determination Date will be determined on the basis of the rates furnished in The City of New York by the appropriate number of substitute banks or trust companies organised and doing business under the laws of the United States or any State thereof, in each case having total equity capital of at least US$500,000,000 and being subject to supervision or examination by federal or State authority, selected by the Calculation Agent to provide such rate or rates, *provided, however,* that if the banks or trust companies selected as aforesaid by the Calculation Agent are not quoting rates as set forth above, the "Prime Rate" in effect for such Interest Reset Period will be the same as the Prime Rate for the immediately preceding Interest Reset Period (or, if there was no such Interest Reset Period, the rate of interest payable on the Prime Rate Notes for which such Prime Rate is being determined will be the Initial Interest Rate).

(C) CD Rate Notes

Each CD Rate Note will bear interest at the interest rate (calculated with reference to the CD Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable CD Rate Note and in the applicable Pricing Supplement.

Unless otherwise indicated in the applicable Pricing Supplement, "CD Rate" means, with respect to any CD Rate Interest Determination Date, the rate on such date for negotiable certificates of deposit having the Index Maturity specified in the applicable Pricing Supplement as published in H.15(519) under the heading "CDs (Secondary Market)". In the event that such rate is not published prior to 3:00 P.M., New York City time, on the Calculation Date pertaining to such CD Rate Interest Determination Date, then the CD Rate will be the rate on such CD Rate Interest Determination Date for negotiable certificates of deposit having the Index Maturity specified in the applicable Pricing Supplement as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying the applicable rate, under the heading "CDs (Secondary Market)". If by 3:00 P.M., New York City time, on such Calculation Date such rate is not published in either H.15(519) or H.15 Daily Update, the CD Rate for that CD Interest Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the secondary market offered rates, as at 10:00 A.M., New York City time, on that CD Rate Interest Determination Date, of three leading non-bank dealers in negotiable U.S. dollar certificates of deposit in The City of New York selected by the Calculation Agent for negotiable U.S. dollar certificates of deposit of major United States money market banks with a remaining maturity closest to the Index Maturity specified in the applicable Pricing Supplement in a denomination of US$5,000,000; *provided*, *however,* that if the dealers selected as aforesaid by the Calculation Agent are not quoting as mentioned in this sentence, the CD Rate will be the CD Rate in effect on such CD Rate Interest Determination Date.

(D) Federal Funds Rate Notes

Each Federal Funds Rate Note will bear interest at the interest rate (calculated with reference to the Federal Funds Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable Federal Funds Rate Note and in the applicable Pricing Supplement.

Unless otherwise indicated in the applicable Pricing Supplement, "Federal Funds Rate" means, with respect to any Federal Funds Interest Determination Date, the rate on such date for Federal Funds having the Index Maturity specified in the applicable Pricing Supplement as published in H.15(519) under the heading "Federal Funds (Effective)" as displayed on the Moneyline Telerate Service ("Moneyline Telerate") (or any successor service) on page 120 (or any other page as may replace the applicable page on that service). In the event that such rate is not published prior to 3:00 P.M., New York City time, on the Calculation Date pertaining to such Federal Funds Interest Determination Date, then the Federal Funds Rate will be the rate on such Federal Funds Interest Determination Date as published in H.15 Daily Update, or such other recognised electronic source used for the purpose of displaying the applicable rate, under the heading "Federal Funds/Effective Rate". If by 3:00 P.M., New York City time, on such Calculation Date such rate is not published in either H.15(519) or H.15 Daily Update, the Federal Funds Rate for that Federal Funds Interest Determination Date will be calculated by the Calculation Agent and will be the arithmetic mean of the rates, as at 9:00 A.M., New York City time, on that Federal Funds Interest Determination Date, for the last transaction in overnight Federal Funds arranged by three leading brokers of Federal Funds transactions in The City of New York selected by the Calculation Agent; *provided, however,* that if the brokers selected as aforesaid by the Calculation Agent are not quoting as mentioned in this sentence, the Federal Funds Rate will be the Federal Funds Rate in effect on such Federal Funds Interest Determination Date.

(E) Treasury Rate Notes

Each Treasury Rate Note will bear interest at the interest rate (calculated with reference to the Treasury Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable Treasury Rate Note and in the applicable Pricing Supplement.

Unless otherwise indicated in the applicable Pricing Supplement, "Treasury Rate" means, with respect to any Treasury Interest Determination Date, the rate for the most recent auction of direct obligations of the United States ("Treasury Bills") having the Index Maturity specified in the applicable Pricing Supplement on the display on Moneyline Telerate (or any successor service) on page 56 or page 57 (or any other pages as may replace such pages on such services) under the caption "Investment Rate". If such rate is not so published by 3:00 P.M., New York City time, on the Calculation Date pertaining to such Treasury Interest Determination Date, then the Treasury Rate for that Treasury

Interest Determination Date will be the auction average rate (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) for such auction as otherwise announced by the United States Department of the Treasury. In the event that the results of the auction of Treasury Bills having the Index Maturity specified in the applicable Pricing Supplement are not published or reported as provided above by 3:00 P.M., New York City time, on such Calculation Date or if no auction is held, then the Treasury Rate will be the rate as published in H.15(519) under the heading "U.S. Government Securities/Treasury Bills/Secondary Market" or any successor publication or heading for Treasury Bills having the Index Maturity specified in the applicable Pricing Supplement. If such rate is not published by 3:00 P.M., New York City time, on such Calculation Date, then the Treasury Rate will be calculated by the Calculation Agent and will be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the arithmetic mean of the secondary market bid rates as at approximately 3:30 P.M., New York City time, on such Treasury Interest Determination Date, of three leading primary United States government securities dealers selected by the Calculation Agent, for the issue of Treasury Bills with a remaining maturity closest to the specified Index Maturity; *provided*, *however*, that if the dealers selected as aforesaid by the Calculation Agent are not quoting as mentioned in this sentence, the Treasury Rate will be the Treasury Rate in effect on such Treasury Interest Determination Date.

(F) CMT Rate Notes

Each CMT Rate Note will bear interest at the interest rate (calculated with reference to the CMT Rate and the Spread and/or Spread Multiplier, if any) specified in the applicable CMT Rate Note and in the applicable Pricing Supplement.

Unless otherwise indicated in an applicable Pricing Supplement, "CMT Rate" means, with respect to any CMT Interest Determination Date, the rate displayed for the Index Maturity specified in the applicable Pricing Supplement on the Designated CMT Telerate Page (as defined below) under the caption, "Treasury Constant Maturities, Federal Reserve Board Release H.15", "Mondays Approximately 3:45 P.M." under the column for the Designated CMT Maturity Index (as defined below) for (i) if the Designated CMT Telerate Page is FRBCMT, the rate on such CMT Interest Determination Date and (ii) if the Designated CMT Telerate Page is FEDCMT, the weekly or monthly average, as specified in the applicable Pricing Supplement, for the week or the month, as applicable, ended immediately preceding the week or the month, as applicable, in which the related CMT Interest Determination Date occurs. If such rate is no longer displayed on the relevant page, or if not displayed by 3:00 P.M., New York City time, on the related Calculation Date, then the CMT Rate for such CMT Interest Determination Date will be such Treasury Constant Maturity rate for the Designated CMT Maturity Index as published in H.15(519). If such rate is no longer published or is not published by 3:00 P.M., New York City time, on the related Calculation Date, then the CMT Rate for such CMT Interest Determination Date will be such Treasury Constant Maturity rate for the Designated CMT Maturity Index (or other United States Treasury rate for the Designated CMT Maturity Index) for the CMT Interest Determination Date with respect to the related CMT Interest Reset Date as may then be published by either the Board of Governors of the Federal Reserve System or the United States Department of the Treasury that the Calculation Agent determines to be comparable to the rate formerly displayed on the Designated CMT Telerate Page and published in H.15(519). If such information is not published by 3:00 P.M., New York City time, on the related Calculation Date, then the CMT Rate for such CMT Interest Determination Date will be calculated by the Calculation Agent and will be a yield to maturity, based on the arithmetic mean of the secondary market bid prices as at approximately 3:30 P.M., New York City time, on the CMT Interest Determination Date reported, according to their written records, by three leading primary United States government securities dealers (each a "Reference Dealer") in The City of New York (which may include the Agents or their affiliates) selected by the Calculation Agent (from five such Reference Dealers selected by the Calculation Agent, after consultation with the Issuer, and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for the most recently issued direct non-callable fixed rate obligations of the United States ("Treasury Notes") with an original maturity of approximately the Designated CMT Maturity Index and a remaining term to maturity of not less than such Designated CMT Maturity Index minus one year. If the Calculation Agent cannot obtain three such Treasury Notes quotations, the CMT Rate for such CMT Interest Determination Date will be calculated by the Calculation Agent and will be a yield to maturity based on the arithmetic mean of the secondary market bid prices as at approximately 3:30 P.M., New York City time, on the CMT Interest Determination Date of three Reference Dealers in The City of New

York (from five such Reference Dealers selected by the Calculation Agent, after consultation with the Issuer, and eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest)) for Treasury Notes with an original maturity of the number of years that is the next highest to the Designated CMT Maturity Index and a remaining term to maturity closest to the Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in the market at that time. If three or four (and not five) of such Reference Dealers are quoting as described above, then the CMT Rate for such CMT Interest Determination Date will be based on the arithmetic mean of the secondary market bid prices obtained and neither the highest nor the lowest of such quotes will be eliminated: *provided, however,* that if fewer than three Reference Dealers selected by the Calculation Agent are quoting as described herein, the CMT Rate for such Interest Reset Date will be the same as the CMT Rate in effect on such CMT Interest Determination Date. If two Treasury Notes with an original maturity as described in the second preceding sentence have remaining terms to maturity equally close to the Designated CMT Maturity Index, the quotes for the Treasury Note with the shorter remaining term to maturity will be used.

"Designated CMT Telerate Page" means the display on the Moneyline Telerate (or any successor service) on the page designated in an applicable Pricing Supplement (or any other page as may replace such page on that service for the purpose of displaying Treasury Constant Maturities as reported in H.15(519)), for the purpose of displaying Treasury Constant Maturities as reported in H.15(519). If no such page is specified in the applicable Pricing Supplement, the Designated CMT Telerate Page shall be FEDCMT for the most recent week.

"Designated CMT Maturity Index" means the original period to maturity of the U.S. Treasury securities (either 1, 2, 3, 5, 7, 10, 20 or 30 years) specified in an applicable Pricing Supplement with respect to which the CMT Rate will be calculated. If no such maturity is specified in the applicable Pricing Supplement, the Designated CMT Maturity Index shall be two years.

(G) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any). For the purposes of this sub-section (G), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a swap transaction under the terms of an agreement incorporating the applicable ISDA Definitions and under which:

(1) the Floating Rate Option is as specified in the relevant Pricing Supplement;

(2) the Designated Maturity is a period specified in the relevant Pricing Supplement;

(3) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Pricing Supplement;

(4) if the specified Floating Rate Option is an Overnight Floating Rate Option, Compounding is specified to be applicable in the relevant Pricing Supplement and:

(a) Compounding with Lookback is specified as the Compounding Method in the relevant Pricing Supplement, Lookback is the number of Applicable Business Days specified in the relevant Pricing Supplement;

(b) Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Pricing Supplement, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement, and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; or;

(c) Compounding with Lockout is specified as the Compounding Method in the relevant Pricing Supplement, (1) Lockout is the number of Lockout Period Business Days specified in the relevant Pricing Supplement, and (2) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;

(5) if the specified Floating Rate Option is an Overnight Floating Rate Option, Averaging is specified to be applicable in the relevant Pricing Supplement and:

(a) Averaging with Lookback is specified as the Averaging Method in the relevant Pricing Supplement, Lookback is the number of Applicable Business Days as specified in the relevant Pricing Supplement;

(b) Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Pricing Supplement, (1) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement, and (2) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; or

(c) Averaging with Lockout is specified as the Averaging Method in the relevant Pricing Supplement, (1) Lockout is the number of Lockout Period Business Days in the relevant Pricing Supplement, and (2) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;

(6) if the specified Floating Rate Option is an Index Floating Rate Option and Index Provisions are specified to be applicable in the relevant Pricing Supplement, the Compounded Index Method with Observation Period Shift shall be applicable and (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; and

(7) in connection with any Compounding Method, Averaging Method or Index Method specified in the relevant Pricing Supplement, references in the applicable ISDA Definitions to:

(a) "**Confirmation**" shall be references to the relevant Pricing Supplement;

(b) "**Calculation Period**" shall be references to the relevant Interest Accrual Period;

(c) "**Termination Date**" shall be references to the end date of the final Interest Accrual Period; and

(d) "**Effective Date**" shall be references to the Interest Commencement Date.

If the relevant Pricing Supplement specifies "2021 ISDA Definitions" as the applicable ISDA Definitions:

(i) "Administrator/Benchmark Event" shall be disapplied; and

(ii) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication — Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication — Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback — Previous Day's Rate".

For the purposes of this sub-section (G), (i) "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity", and "Reset Date" have the meanings given to those terms in the applicable ISDA Definitions, and (ii) "Overnight Floating Rate Option", "Compounding with Lookback", "Compounding with Observation Period Shift", "Compounding with Lockout", "Applicable Business Days", "Observation Period Shift Business Days", "Observation Period Shift Additional Business Days", "Lockout Period Business Days", "Index Floating Rate Option" and "Compounded Index Method with Observation Period Shift" have the meanings given to those terms in the 2021 ISDA Definitions.

(H) Determination of Term Rate

(1) If "Applicable — Term Rate" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(a) the offered quotation; or

(b) the arithmetic mean 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 at the Relevant Time on the

Interest Determination Date in question plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

(2) If the Relevant Screen Page is not available, or, if the offered quotation method applies and no such offered quotation appears on the Relevant Screen Page, or, if the arithmetic mean of the offered quotations method applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the Relevant Time, subject as provided below, the Calculation Agent shall request the principal Relevant Financial Center office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

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

(I) Determination of SOFR Benchmark

If "Applicable — SOFR Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to sub-sections (M) and (N) and as provided below, be equal to the relevant SOFR Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. The "**SOFR Benchmark**" will be determined based on Simple SOFR Average, Compounded Daily SOFR or Compounded SOFR Index, as follows (subject in each case to sub-sections (M) and (N)):

(1) If Simple SOFR Average ("Simple SOFR Average") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be the arithmetic mean of the SOFR reference rates for each day during the period, as calculated by the Calculation Agent, and where, if applicable and as specified in the relevant Pricing Supplement, the SOFR reference 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) the Interest Period Date.

(2) If Compounded Daily SOFR ("Compounded Daily SOFR") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Interest Accrual Period (where SOFR Observation Lag, SOFR Payment Delay or SOFR Lockout is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent in accordance with one of the formulas referenced below depending upon which is specified as applicable in the relevant Pricing Supplement:

(a) SOFR Observation Lag:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_{i\,-\times USBD}\ \times\ n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFRi-xUSBD**", for any U.S. Government Securities Business Day "*i*" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day "*i*";

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

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

"$\boldsymbol{d_o}$", for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

"***i***" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "*i*"**"); and

"$\boldsymbol{n_i}$", for any U.S. Government Securities Business Day "***i***" in the relevant Interest Accrual Period, means the number of calendar days from (and including) such U.S. Government Securities Business Day "*i*" up to (but excluding) the following U.S. Government Securities Business Day.

(b) SOFR Observation Shift:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"$\mathbf{SOFR_i}$", for any U.S. Government Securities Business Day "*i*" in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day "*i*";

"**SOFR Observation Period**" means, in respect of each Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

"**SOFR Observation Shift Days**" means the number of U.S. Government Securities Business Days as specified in the relevant Pricing Supplement;

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

"d_o" means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

"*i*" means a series of whole numbers ascending from one to d_o, representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a "**U.S. Government Securities Business Day "*i*"**"); and

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

(c) SOFR Payment Delay:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFR$_i$**", for any U.S. Government Securities Business Day "*i*" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day "*i*";

"**Interest Payment Date**" shall be the number of Interest Payment Delay Days following each Interest Period Date; provided that the Interest Payment Date with respect to the final Interest Accrual Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the relevant Optional Redemption Date;

"**Interest Payment Delay Days**" means the number of U.S. Government Securities Business Days as specified in the relevant Pricing Supplement;

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

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

"***i***" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "*i*"**"); and

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

For the purposes of calculating Compounded Daily SOFR with respect to the final Interest Accrual Period where SOFR Payment Delay is specified in the relevant Pricing Supplement, the SOFR reference rate 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 the relevant Optional Redemption Date, as applicable, shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(d) SOFR Lockout:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFR$_i$**", for any U.S. Government Securities Business Day "*i*" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities

Business Day "*i*", except that the SOFR for any U.S. Government Securities Business Day "*i*" in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Period Date for such Interest Accrual Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

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

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

"***i***" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "*i*"**"); and

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

(3) If Compounded SOFR Index ("**Compounded SOFR Index**") is specified as applicable in the relevant Pricing Supplement, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent as follows:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFR Index**" means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator's Website or any data distributor or re-distributor partner (such as Bloomberg and Refinitiv) at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

(a) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the "Compounded SOFR Index" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SOFR formula described above under the sub-hearing (I)(2)(b) "SOFR Observation Shift", and the term "SOFR Observation Shift Days" shall mean five U.S. Government Securities Business Days; or

(b) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in sub-sections (M) and (N) shall apply as specified in the relevant Pricing Supplement;

"**SOFR Index$_{End}$**" means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement prior to the Interest Period Date for such Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date);

"**SOFR Index$_{Start}$**" means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement prior to the first day of the relevant Interest Accrual Period;

"**SOFR Index Determination Time**" means, in relation to any U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

"**SOFR Observation Period**" means, in respect of each Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

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

"d_c" means the number of calendar days in the applicable SOFR Observation Period.

(4) If Term SOFR ("**Term SOFR**") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be equal to the Term SOFR Rate as specified in the relevant Pricing Supplement that is published by the Term SOFR Administrator on the Term SOFR Administrator's Website at the Relevant Time on the Interest Determination Date in question as determined by the Calculation Agent after giving effect to the Term SOFR Conventions.

(J) SONIA Notes

If "Applicable — SONIA Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to sub-section (M) and as provided below, be equal to the relevant SONIA Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. The "**SONIA Benchmark**" will be determined based on SONIA Compounded Index Rate or SONIA Compounded Daily Reference Rate, as follows (subject in each case to sub-section (M) and as provided below):

(1) If SONIA Compounded Index Rate (as defined below) is specified in the relevant Pricing Supplement as the manner in which the SONIA Benchmark will be determined, the SONIA Benchmark for each Interest Accrual Period shall be the SONIA Compounded Index Rate as follows, plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any).

"**SONIA Compounded Index Rate**" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

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

provided, however, that and subject to the terms of the Notes related to a Benchmark Discontinuation, if the SONIA Compounded Index Value is not available in relation to any Interest Accrual Period on the Relevant Screen Page for the determination of either or both of SONIA Compounded $Index_{START}$ and SONIA Compounded $Index_{END}$, the Rate of Interest shall be calculated for such Interest Accrual Period on the basis of the SONIA Compounded Daily Reference Rate as set out herein as if SONIA Compounded Daily Reference Rate with Observation Shift had been specified in the relevant Pricing Supplement and the "Relevant Screen Page" shall be deemed to be the "Relevant Fallback Screen Page" as specified in the relevant Pricing Supplement, where:

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

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

"**Observation Period**" means, in respect of an Interest Accrual Period, the period from (and including) the date falling "*p*" London Business Days prior to the first day of such Interest Accrual Period (and the first Observation Period shall begin on and include the date which is "*p*" London Business Days prior to the Issue Date) and ending on (but excluding) the date which is "*p*" London Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling "*p*" London Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"***p***" means, for any Interest Accrual Period, the whole number specified in the relevant Pricing Supplement (or, if no such number is so specified, five London Business Days) representing a number of London Business Days;

"**SONIA Compounded Index**" means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof);

"**SONIA Compounded Index$_{END}$**" means the SONIA Compounded Index Value on the date falling "*p*" London Business Days prior to (i) in respect of an Interest Accrual Period, the Interest Payment Date for such Interest Accrual Period, or (ii) if the Notes become due and payable prior to the end of an Interest Accrual Period, the date on which the Notes become so due and payable;

"**SONIA Compounded Index$_{START}$**" means, in respect of an Interest Accrual Period, the SONIA Compounded Index Value on the date falling "*p*" London Business Days prior to (i) the first day of such Interest Accrual Period, or (ii) in the case of the first Interest Accrual Period, the Issue Date; and

"**SONIA Compounded Index Value**" means, in relation to any London Business Day, the value of the SONIA Compounded Index as published by authorised distributors on the Relevant Screen Page on such London Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised distributors, as published on the Bank of England's Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on such London Business Day.

(2) If SONIA Compounded Daily Reference Rate (as defined below) is specified in the relevant Pricing Supplement as the manner in which the SONIA Benchmark will be determined, the SONIA Benchmark for each Interest Accrual Period shall be the SONIA Compounded Daily Reference Rate as follows, plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any):

"**SONIA Compounded Daily Reference Rate**" means, in respect of an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

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

where:

"**London Business Day**", "**Observation Period**" and "***p***" have the meanings set out under sub-heading (J)(1) related to SONIA Compounded Index Rate determination;

"***d***" is the number of calendar days in the relevant:

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

"d_o" is the number of London Business Days in the relevant:

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

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

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

"n_i", for any London Business Day "*i*" in the relevant Interest Accrual Period, means the number of calendar days from and including such London Business Day "*i*" up to but excluding the following London Business Day;

"**SONIA$_i$**" means, in relation to any London Business Day the SONIA reference rate in respect of:

(i) that London Business Day "i" where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) the London Business Day (being a London Business Day falling in the relevant Observation Period) falling "*p*" London Business Days prior to the relevant London Business Day "i" where Lag is specified in the relevant Pricing Supplement; and

the "**SONIA reference rate**", in respect of any London Business Day, is a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page on the next following London Business Day or, if the Relevant Screen Page is unavailable, as published by authorised distributors on such London Business Day or, if SONIA cannot be obtained from such authorised distributors, as published on the Bank of England's Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA reference rate).

(3) Subject to sub-section (M), where SONIA is specified as the Reference Rate in the relevant Pricing Supplement and either (i) SONIA Compounded Daily Reference Rate is specified in the relevant Pricing Supplement, or (ii) the SONIA Compounded Index Rate is specified in the relevant Pricing Supplement and SONIA Compounded Index Rate determination applies, if, in respect of any London Business Day, the SONIA reference rate is not available on the Relevant Screen Page or Relevant Fallback Screen Page as applicable, (or as otherwise provided in the relevant definition thereof), such Reference Rate shall be:

(i) the Bank of England's Bank Rate (the "Bank Rate") prevailing at close of business on the relevant London Business Day; plus (i) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five days on 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 lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

(ii) if such Bank Rate is not available, the SONIA reference rate published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof) for the first preceding London Business Day on which the SONIA reference rate was published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof), and

in each case, SONIA$_i$ shall be interpreted accordingly.

(4) Notwithstanding the paragraph above, and without prejudice to sub-section (M), in the event the Bank of England publishes guidance as to:

(i) how the SONIA reference rate is to be determined; or

(ii) any rate that is to replace the SONIA reference rate,

the Calculation Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA reference rate for the purpose of the relevant Series of Notes for so long as the SONIA reference rate is not available or has not been published by the authorised distributors.

(5) If the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Spread or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for

the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

(6) If the Notes become due and payable in accordance with the Conditions, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable SONIA Benchmark formula) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(K) SORA Notes

If "Applicable – SORA Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to sub-section (O) and as provided below, be equal to the relevant SORA Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. Such notes are referred to as "**SORA Notes**." The "**SORA Benchmark**" will be determined based on Compounded Daily SORA or SORA Index Average, as follows (subject in each case to sub-section (O)):

(1) If Compounded Daily SORA ("**Compounded Daily SORA**") is specified in the relevant Pricing Supplement, the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period (where Lockout or Payment Delay is specified in the relevant Pricing Supplement to determine Compounded Daily SORA) or Observation Period (where Lookback or Backward Shifted Observation Period is specified in the relevant Pricing Supplement to determine Compounded Daily SORA).

The Calculation Agent will on the relevant Interest Determination Date in respect of each Interest Accrual Period, determine the Compounded Daily SORA in accordance with one of the formulas referenced below, depending upon which is specified in the relevant Pricing Supplement:

(a) where Lockout is specified in the relevant Pricing Supplement:

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

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

where:

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

"d_o", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"***i***", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Determination Date**" means the Singapore Business Day immediately following the SORA Rate Cut-Off Date, unless otherwise specified in the relevant Pricing Supplement;

"n_i", for any Singapore Business Day "*i*" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"*p*" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

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

"**$SORA_i$**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Accrual Period:

(i) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

(ii) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "**Suspension Period $SORA_i$**") (such first day of the Suspension Period coinciding with the SORA Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period $SORA_i$ shall apply to each day falling in the relevant Suspension Period;

"**SORA Rate Cut-Off Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (or the date falling "p" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

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

"**Suspension Period**" means, in relation to any Interest Accrual Period, the period from (and including) the date falling "*p*" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (such Singapore Business Day coinciding with the SORA Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Accrual Period.

(b) Where Lookback is specified in the relevant Pricing Supplement:

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

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

where:

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

"**d_o**", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"***i***", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from,

and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"n_i", for any Singapore Business Day "*i*" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

"***p***" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

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

"$\mathbf{SORA_{i-xSBD}}$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "*p*" Singapore Business Days prior to the relevant Singapore Business Day "*i*".

(c) Where Backward Shifted Observation Period is specified in the relevant Pricing Supplement:

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

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

where:

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

"d_o", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Observation Period;

"***i***", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"n_i", for any Singapore Business Day "*i*" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

"***p***" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

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

"$\mathbf{SORA_i}$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day "*i*".

(d) Where Payment Delay is specified in the relevant Pricing Supplement:

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

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

where:

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

"$\boldsymbol{d_o}$", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"***i***", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Accrual Period End Date**" means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Interest Accrual Period, unless otherwise specified in the relevant Pricing Supplement and provided that the Interest Determination Date with respect to the final Interest Accrual Period will be the date falling one Singapore Business Day after the SORA Rate Cut-Off Date unless otherwise specified in the relevant Pricing Supplement;

"**Interest Payment Date**" shall be the date falling the number of Singapore Business Days equal to the Interest Payment Delay following each Interest Accrual Period End

Date; provided that (i) the Interest Payment Date with respect to the Interest Accrual Period ending on the Maturity Date will be the Maturity Date, or (ii) if the Issuer elects to redeem the SORA Notes prior to the Maturity Date, the redemption date;

"**Interest Payment Delay**" means the number of Singapore Business Days as specified in the relevant Pricing Supplement;

"n_i", for any Singapore Business Day "*i*" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

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

"$\mathbf{SORA}_i$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of that Singapore Business Day "*i*"; and

"**SORA Rate Cut-Off Date**" means the date that is the number of Singapore Business Days as specified in the relevant Pricing Supplement prior to the end of each Interest Accrual Period, the Maturity Date or the relevant redemption date, as applicable, as specified in the relevant Pricing Supplement.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Accrual Period ending on the Maturity Date or the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(2) For each Floating Rate Note where the Reference Rate is specified as being SORA Index Average ("**SORA Index Average**"), the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d_c}\right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards, where:

"d_c" means the number of calendar days from (and including) the SORA $\text{Index}_{\text{Start}}$ to (but excluding) the SORA $\text{Index}_{\text{End}}$;

"**Interest Accrual Period End Date**" means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement;

"***p***" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

"**SORA Index**" means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the

administrator of the benchmark, on the Monetary Authority of Singapore's website currently at https://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

(i) if a Benchmark Event (SORA) has not occurred, the "SORA Index Average" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SORA formula described above in sub-section (K)(1)(c) (relating to Compounded Daily SORA with Backward Shifted Observation Period) and "p" shall be as set out in the relevant Pricing Supplement; or

(ii) if a Benchmark Event (SORA) has occurred, the provisions set forth in sub-section (O) shall apply;

"**SORA Index$_{End}$**" means the SORA Index value on the Singapore Business Day falling "*p*" Singapore Business Days preceding the Interest Accrual Period End Date relating to such Interest Accrual Period;

"**SORA Index$_{Start}$**" means the SORA Index value on the Singapore Business Day falling "*p*" Singapore Business Days preceding the first date of the relevant Interest Accrual Period; and

"**SORA Index Determination Time**" means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

(3) If, subject to sub-section (O), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day "*i*", SORA in respect of such Singapore Business Day "*i*" has not been published and a Benchmark Event (SORA) (as defined in sub-section (O)) has not occurred, then SORA for that Singapore Business Day "*i*" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to sub-section (O), the Rate of Interest shall be:

(a) that determined as at the last preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date (though substituting, where a different Spread or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Pricing Supplement) relating to the relevant Interest Accrual Period in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or

(b) if there is no such preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date, the initial Rate of Interest which would have been applicable to such Series of SORA Notes for the first Interest Accrual Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

If the relevant Series of SORA Notes become due and payable in accordance with the terms of the Notes related to Events of Default, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable Compounded Daily SORA Benchmark formula) and the Rate of Interest on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date.

(L) Other Reference Rates for Floating Rate Notes

If "Applicable — Term Rate" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either.

(1) the offered quotation; or

(2) the arithmetic mean 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 at the Relevant Time on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Relevant Screen Page is not available, or, if sub-paragraph (i) applies and no such offered quotation appears on the Relevant Screen Page, or, if sub-paragraph (ii) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the Relevant Time, subject as provided below, the Calculation Agent shall request the principal Relevant Financial Center office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

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

(M) Benchmark Discontinuation - Independent Adviser

(1) In the event of a Benchmark Event, this sub-section (M) shall apply unless (a) the Benchmark Discontinuation (SOFR) method or (b) the Benchmark Discontinuation (SORA) method is specified as applicable in the relevant Pricing Supplement, in which case sub-section (N) or (O), respectively, shall apply.

(2) If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer or the Guarantor, as the case may be, shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with paragraph 6 below) and, in either case, an Adjustment Spread (in accordance with paragraph 7 below) and any Benchmark Amendments (in accordance with paragraph 8 below).

(3) In making such determination, an Independent Adviser appointed pursuant to this sub-section (M) shall act in good faith and in a commercially reasonable manner. In the

absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this sub-section (M).

(4) If (A) the Issuer or the Guarantor, as the case may be, is unable to appoint an Independent Adviser; or (B) the Independent Adviser appointed by the Issuer or the Guarantor, as the case may be, fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this sub-section (M) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which an Alternative Rate (in accordance with paragraph 6 below) and, in either case, an Adjustment Spread (in accordance with paragraph 7 below) and any Benchmark Amendments (in accordance with paragraph 8 below).

(5) If the Issuer or the Independent Adviser is unable to or does not determine the Benchmark Replacement by 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Spread or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph 5 shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, paragraph 2 of this sub-section. For the purposes of this the appointment of and notices to the Independent Adviser only, "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for determining whether a Benchmark Event has occurred.

(6) If the Independent Adviser determines that:

(a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this sub-section); or

(b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this sub-section).

(7) The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(8) If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this sub-section (M) and the Independent Adviser determines (A) that amendments to the Indenture and/or in terms of the Notes, including, but not limited to amendments to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Interest Determination Date, the definition of Business Days, and/or the definition of Reference Rate applicable to the Notes, are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "Benchmark Amendments") and (B) the terms of the Benchmark Amendments, then the Issuer or the Guarantor, as the case may be, shall, subject to giving notice thereof in accordance with paragraphs 11-14 of this sub-section (M),

without any requirement for the consent or approval of Noteholders, vary the Indenture and/or these terms of the Notes to give effect to such Benchmark Amendments with effect from the date specified in such notice.

(9) At the request of the Issuer or the Guarantor (including a request based on a determination made by the Independent Adviser in accordance with this sub-section (M)), but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be, pursuant to paragraph 12 below, the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer or the Guarantor in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed or agreement supplemental to or amending the Indenture and/or the terms of the Notes), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged to concur with the Issuer or the Guarantor in respect of any changes or amendments as contemplated under this sub-section (M) which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in these terms of the Notes and/or the Indenture (including, for the avoidance of doubt, any supplemental trust deed).

For the avoidance of doubt, the Trustee, the Paying Agent, and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, effect such consequential amendments to the Indenture as may be required in order to give effect to this sub-section (M). Noteholders' consent shall not be required in connection with the effecting of the Successor Rate or the Alternative Rate (as applicable) or such other changes, including for the execution of any documents or other steps to be taken by the Trustee, the Paying Agent, the Calculation Agent, the Registrar or the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Paying Agent, the Calculation Agent, the Registrar or the Transfer Agents or the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions, determinations or certifications made by the Issuer, the Guarantor or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

(10) In connection with any such variation in accordance with paragraphs 8 and 9 of this sub-section (M), the Issuer or the Guarantor, as the case may be, shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(11) Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined in accordance with this sub-section (M) will be notified promptly and in any event no later than 10 business days prior to the relevant Interest Determination Date by the Issuer or the Guarantor, as the case may be, to the Trustee, the Calculation Agent and the Paying Agents. Notice shall be provided to the Noteholders and Couponholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(12) No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be:

(a) confirming (A) that a Benchmark Event has occurred, (B) the Successor Rate or, as the case may be, the Alternative Rate, (C) the applicable Adjustment Spread and (D) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this sub-section (M);

(b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread; and

(c) certifying that (A) the Issuer or the Guarantor, as the case may be, has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (B) explaining, in reasonable detail, why the Issuer and/or the Guarantor has not done so.

(13) Each of the Trustee, the Calculation Agent and the Paying Agents shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders, and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(14) Notwithstanding any other provision of this sub-section (M), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this sub-section (M), the Calculation Agent shall promptly notify the Issuer and the Guarantor thereof and the Issuer and the Guarantor shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer and the Guarantor thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(15) Without prejudice to the obligations of the Issuer and the Guarantor under the sub-sections Benchmark Discontinuation Event (SOFR) and Benchmark Discontinuation Event (SORA), the Original Reference Rate and the fallback provisions provided for in the terms of the Notes related to screen rate determination for Floating Rate Notes under the ISDA and Term Rate determination methods will continue to apply unless and until a Benchmark Event has occurred.

(N) Benchmark Discontinuation (SOFR)

(1) This sub-section (N) shall only apply where Benchmark Discontinuation (SOFR) is specified as applicable in the relevant Pricing Supplement.

(2) If the Issuer, the Guarantor or any of their respective designees determine on or prior to the relevant Reference Time that a Benchmark 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 Notes in respect of all determinations on such date and for all determinations on all subsequent dates. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for determining whether a Benchmark Event has occurred.

(3) In connection with the implementation of a Benchmark Replacement, the Issuer, the Guarantor or any of their respective designees will have the right to make Benchmark Replacement Conforming Changes from time to time. The Issuer, the Guarantor, or the designee, as the case may be, shall, subject to giving notice thereof in accordance with paragraph 7 below, without any requirement for the consent or approval of Noteholders, vary the terms of the Notes and/or the Indenture to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice.

(4) At the request of the Issuer, the Guarantor or the designee, as the case may be, but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be, pursuant to paragraph 7 below, the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer, the Guarantor

or the designee in effecting any Benchmark Replacement Conforming Changes (including, inter alia, by the execution of a deed or agreement supplemental to or amending the Indenture and/or the terms of the Notes), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged so to concur with the Issuer, the Guarantor or the designee in respect of any changes or amendments as contemplated under this sub-section which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in these terms of the Notes and/or the Indenture (including, for the avoidance of doubt, any supplemental indenture).

(5) For the avoidance of doubt, the Trustee, the Paying Agents and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, as the case may be, effect such consequential amendments to the Indenture and/or the terms of the Notes as may be required in order to give effect to this sub-section (N). Noteholders' consent shall not be required in connection with effecting any such changes, including for the execution of any documents or any steps to be taken by the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or any of the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions, determinations, decisions or elections made by the Issuer, the Guarantor or any of their respective designees with respect to any Benchmark Replacement or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

(6) Any determination, decision or election that may be made by the Issuer, the Guarantor or any of their respective designees pursuant to this sub-section (N), 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 in the sole discretion of the Issuer, the Guarantor or any of their respective designees, as applicable, and (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

(7) Any Benchmark Replacement and the specific terms of any Benchmark Replacement Conforming Changes, determined under this sub-section (N) will be notified promptly, and in any event, no later than 10 business days prior to the relevant Interest Determination Date, by the Issuer to the Trustee, the Calculation Agent, the Paying Agents, and, in accordance with Section 1.06 of the Indenture, the Noteholders and the Couponholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date for such Benchmark Replacement and of the Benchmark Replacement Conforming Changes, if any. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be:

(a) confirming (x) that a Benchmark Event has occurred, (y) the specific terms of the Benchmark Replacement and (z) the specific terms of the Benchmark Replacement Conforming Changes (if any), in each case as determined in accordance with the provisions of this sub-section (N); and

(b) certifying that the Benchmark Replacement Conforming Changes (if any) are necessary to ensure the proper operation of such Benchmark Replacement.

Each of the Trustee, the Calculation Agent and the Paying Agents shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders, and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Benchmark Replacement and the Benchmark Replacement Conforming Changes (if any) specified in

such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement and the Benchmark Replacement Conforming Changes (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(8) The following defined terms shall have the meanings set out below for the purpose of this sub-section (N) related to Benchmark Discontinuation (SOFR):

"**Benchmark**" means, for the purpose of this sub-section Benchmark Discontinuation (SOFR), initially, the relevant SOFR Benchmark specified in the relevant Pricing Supplement; provided that if the Issuer, the Guarantor or any of their respective designees determine on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant SOFR Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then "**Benchmark**" means the applicable Benchmark Replacement;

"**Benchmark Event**" means:

(1) 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); or

(2) 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

(3) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months, either generally or in respect of the Notes; or

(4) 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;

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer, the Guarantor or any of their respective designees as of the Benchmark Replacement Date:

(1) the sum of:

(i) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and

(ii) the Benchmark Replacement Adjustment;

(2) the sum of:

(i) the ISDA Fallback Rate; and

(ii) the Benchmark Replacement Adjustment; or

(3) the sum of:

(i) the alternate reference rate that has been selected by the Issuer, the Guarantor, or any of their respective designees as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) 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, the Guarantor or any of their respective designees as of the Benchmark Replacement Date:

(1) 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;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer, the Guarantor or any of their respective designees 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 (including any daily published component used in the calculation thereof) 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 timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Issuer, the Guarantor or any of their respective designees decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer, the Guarantor or any of their respective designees decide that adoption of any portion of such market practice is not administratively feasible or if the Issuer, the Guarantor or any of their respective designees determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer, the Guarantor or any of their respective designees determine is reasonably necessary);

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

(1) in the case of sub-paragraph (1) or (2) of the definition of "Benchmark 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

(2) in the case of sub-paragraph (3) of the definition of "Benchmark 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;

"**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, unless otherwise specified in the relevant Pricing Supplement;

"**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 2006 ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Simple SOFR Average or Compounded Daily SOFR is specified as applicable in the relevant Pricing Supplement) or SOFR Index Determination Time (where Compounded SOFR Index is specified as applicable in the relevant Pricing Supplement), or (2) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer, the Guarantor or any of their respective designees after giving effect to the Benchmark Replacement Conforming Changes;

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

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(O) Benchmark Discontinuation (SORA)

(1) This sub-section (O) shall only apply where Benchmark Discontinuation (SORA) is specified as applicable in the relevant Pricing Supplement.

(2) Notwithstanding the provisions above in this sub-section (O), if a Benchmark Event (SORA) occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer or, as the case may be, the Guarantor, shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with paragraphs 4-6 below) and an Adjustment Spread (in accordance with paragraph 7 below), if any, and any Benchmark Amendments (in accordance with paragraph 8 below) by 10 business days prior to the relevant Interest Determination Date. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for determining whether a Benchmark Event (SORA) has occurred.

(3) An Independent Adviser appointed pursuant to this sub-section (O) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this sub-section (O).

(4) If (A) the Issuer or the Guarantor, as the case may be, is unable to appoint an Independent Adviser after using its reasonable endeavours, or (B) the Independent Adviser appointed by the Issuer or the Guarantor, as the case may be, fails to determine the Benchmark Replacement prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may on the tenth business day prior to the relevant Interest Determination Date, determine the Benchmark Replacement (in accordance with paragraph 6 below) and an Adjustment Spread (in accordance with paragraph 7 below), if any, and any Benchmark Amendments (in accordance with paragraph 8 below).

(5) If the Issuer or the Independent Adviser is unable to or does not determine the Benchmark Replacement by 10 business days prior to the relevant Interest Determination Date, the Rate

of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Spread or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, paragraph 2 of this sub-section (O).

(6) The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in, and subject to adjustment as provided in, paragraph 7 of this sub-section) shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this sub-section (O)).

(7) If the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O)) (as the case may be) determines (A) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (B) the quantum of, or a formula or methodology for determining such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(8) If the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O)) (as the case may be) determines (A) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with paragraphs 12-15 of this sub-section), without any requirement for the consent or approval of Noteholders, vary the terms of the Notes and/or the Indenture to give effect to such Benchmark Amendments with effect from the date specified in such notice.

(9) At the request of the Issuer or the Guarantor, but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be, pursuant to paragraph 13 below, the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer, the Guarantor or the Independent Adviser in effecting any Benchmark Amendments (including, inter alia, by the execution of a supplemental indenture), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged so to concur with the Issuer, the Guarantor or the Independent Adviser in respect of any changes or amendments as contemplated under this sub-section (O) which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in the Indenture and/or the terms of the Notes in any way.

(10) For the avoidance of doubt, the Trustee, the Paying Agents and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, effect such consequential amendments to the Indenture and/or the terms of the Notes as may be required in order to give effect to this sub-section (O). Noteholders' consent shall not be required in connection with effecting the Benchmark Replacement, Adjustment Spread or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions, determinations or certifications made by the Issuer, the Guarantor or the Independent Adviser with respect to any Benchmark Replacement, Adjustment Spread or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

(11) In connection with any such variation in accordance with paragraphs 8-10 of this sub-section (O), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(12) Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this sub-section (O) will be notified promptly and in any event no later than 10 business days prior to the relevant Interest Determination Date by the Issuer to the Trustee, the Calculation Agent, the Paying Agents and, in accordance with Section 1.06 of the Indenture, the Noteholders and the Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(13) No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be:

(a) confirming (x) that a Benchmark Event (SORA) has occurred; (y) the Benchmark Replacement; and (z) where applicable, any Adjustment Spread, and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4(l)(iii);

(b) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread; and

(c) certifying that (i) the Issuer or the Guarantor, as the case may be, has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer and/or the Guarantor has not done so.

(14) Each of the Trustee, the Paying Agents and the Calculation Agent shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(15) Without prejudice to the obligations of the Issuer under this sub-section (O), the Original Reference Rate and the fallback provisions provided for in this sub-section will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any Adjustment Spread, and Benchmark Amendments, in accordance with this sub-section (O).

(16) As used in this subsection Benchmark Discontinuation (SORA):

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

(a) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or

(b) if no such recommendation, the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(c) is determined by the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O) (as the case may be);

having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate; with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O)) (as the case may be) determines in accordance with this sub-section (O) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or, if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes (including, but not limited to, Singapore Government Bonds) or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Original Reference Rate;

"**Benchmark Amendments**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "**Interest Accrual Period**", timing and frequency of determining rates and making payments of interest, changes to the definition of "**Corresponding Tenor**" solely when such tenor is longer than the Interest Accrual Period, any other amendments to the terms of the Notes and/or the Indenture, and other administrative matters) that the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser or the Issuer (in the circumstances set out in this sub-section (O)) (as the case may be) determines is reasonably necessary;

"**Benchmark Event (SORA)**" means one or more of the following events:

(a) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or

(b) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(c) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(d) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case, within the following six months, either generally or in respect of the Notes; or

(e) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative; or

(f) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or

(g) a public statement by a Relevant Nominating Body (as defined below) formally recommending a successor or replacement for the relevant Reference Rate,

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

"**Benchmark Replacement**" means the Interpolated Benchmark, provided that if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant Interest Determination Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be):

(a) Identified SORA

(b) the Successor Rate;

(c) the ISDA Fallback Rate; and

(d) the Alternative Rate;

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

"**Identified SORA**" means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been (1) selected or recommended by the Relevant Nominating Body, or (2) determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Notes;

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 4(l)(iii)(1);

"**Interpolated Benchmark**" with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (A) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (B) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

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

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

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Original Reference Rate**" means, initially, SORA (being the originally-specified reference rate of applicable tenor used to determine the Rate of Interest), *provided that* if a Benchmark Event (SORA) has occurred with respect to SORA or the then-current Original Reference Rate, then "**Original Reference Rate**" means the applicable Benchmark Replacement;

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

(a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;

(ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);

(iii) a group of the aforementioned central banks or other supervisory authorities; or

(iv) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor.

Redemption on Maturity

Unless previously redeemed or purchased and cancelled or unless such Note is stated in the applicable Pricing Supplement as having no fixed maturity date, each Note shall be finally redeemed on the Stated Maturity at its Redemption Amount.

Optional redemption

Unless otherwise specified in the applicable Pricing Supplement, the Issuer may, at its option at any time, redeem the Notes of a series prior to its Stated Maturity in whole or in part at an amount equal to the greater of (i) their Redemption Amount and (ii) the Make Whole Amount (which is the amount determined by discounting the principal amount of the Notes plus all required remaining scheduled interest payments due on such Notes at a rate equal to (a) the yield of United States Treasury Notes of the same maturity plus (b) a spread specified in the applicable Pricing Supplement), in each case together with accrued but unpaid interest to (but excluding) the date of redemption (Indenture § 1109). For the avoidance of doubt, the aforementioned reference to "United States Treasury Notes of the same maturity" refers to United States Treasury Notes having a maturity equal or most nearly equal to the period from the date of redemption to the Stated Maturity of such Notes.

Notice of such redemption will be provided to each holder of such Notes by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the respective address of each such holder as that address appears in the Note Register (Indenture § 1109).

Open market purchases

The Issuer or the Guarantor may at any time and from time to time purchase Notes at any price in the open market or otherwise. Notes so purchased by the Issuer or the Guarantor may be held, resold or surrendered to the New York Trustee for cancellation (Indenture § 1110).

Optional tax redemption

Unless otherwise provided in the applicable Pricing Supplement, if at any time the Issuer shall determine that as a result of a change in or amendment to the laws of a Relevant Taxing Jurisdiction affecting taxation, or any change in the general application or official or general interpretation of such laws, which change, amendment, application or interpretation is proposed and becomes effective on or after the Original Issue Date of such series of Notes (the "Relevant Date") in making any payment under the Indenture or the Notes, the Issuer would be required to pay Additional Amounts, such Notes may be redeemable as a whole at the option of the Issuer upon not less than 30 nor more than 60 days' notice given as provided in the Indenture at any time, at their Redemption Amount together with accrued but unpaid interest to (but excluding) the date of redemption.

Prior to the publication of any notice of redemption, the Issuer is required to deliver to the New York Trustee (a) an opinion of independent tax counsel of recognised standing in the Relevant Taxing Jurisdiction or a copy of any judicial decision or regulatory determination or ruling, in each case to the effect that the Issuer would be required to pay Additional Amounts on the next payment in respect of such Notes as a result of a change, amendment, application or interpretation described above and (b) an Officer's Certificate to the effect that, in the judgment of the Issuer, such obligation cannot be avoided by the Issuer taking reasonable measures available to it and the New York Trustee shall be entitled to accept such opinion or decision, determination or ruling as sufficient evidence of the satisfaction of the conditions precedent for this option to redeem by the Issuer, in which event it shall be conclusive and binding on the Noteholders.

The ability of a Successor Entity (as defined below) to exercise the rights of the Issuer under this provision is described under "— Consolidation, merger and sale of assets" (Indenture § 1108).

Modification and amendment

Modification and amendments of an Indenture may be made by the Issuer, the Guarantor and the New York Trustee without the consent of the Noteholders in certain instances or with the Act of Noteholders of not less than a majority in the aggregate principal amount of the Notes of each series Outstanding under the Indenture affected by such modification or amendment, *provided* that no such modification or amendment may, without the consent of the holder of each such Note affected thereby, among other things: (a) change the Stated Maturity of principal or Redemption Amount of or due date for any instalment of principal or interest, if any, on any such Note; (b) reduce the principal amount or Redemption Amount of, or any interest on, any such Note or any premium payable upon the redemption thereof or the amount of the principal of an Original Issue Discount Note that would be due and payable upon the acceleration of the maturity thereof; (c) change the currency of payment of principal of, premium, if any, or Redemption Amount or interest, if any, on any such Note; (d) impair the right of any Noteholder to institute suit for the enforcement of any such payment on any such Note; (e) reduce the above-stated percentage of holders of Notes of any series necessary to modify or amend the Indenture; (f) reduce the percentage in principal amount of Outstanding Notes of any series necessary to waive certain defaults or compliance with certain provisions of the Indenture; (g) modify the foregoing requirements; (h) change the obligation of the Issuer or the Guarantor to pay Additional Amounts; (i) change in any manner adverse to the interests of the holders of the Notes the terms and provisions of the Guarantee in respect of the due and punctual payment of the principal of and premium and interest on the Notes; or (j) change, in any manner adverse to the interests of the Noteholders, the terms and provisions of the covenant described under "— Consolidation, merger and sale of assets" (Indenture § 902).

Subject to the foregoing, the Indenture may be amended by the Issuer, the Guarantor and the New York Trustee, without the consent of the holder of any Note, for the purpose of curing any ambiguity or to correct or supplement any provision contained therein which may be inconsistent with any other provision contained therein, *provided* that such action shall not adversely affect the interests of the holders of any series of Notes in any material respect (Indenture § 901(7)).

Consolidation, merger and sale of assets

Each of the Issuer and the Guarantor may not consolidate with or merge into any other Person or permit any other Person to consolidate with or merge into it or directly or indirectly convey, transfer, sell or lease or otherwise dispose of all or substantially all of its property and assets to any Person unless:

(a) any Person formed by such consolidation or into which the Issuer or the Guarantor (as applicable) is merged or to whom the Issuer or the Guarantor (as applicable) has conveyed, transferred, sold or leased all or substantially all its properties and assets (the "Successor Entity") is a corporation, partnership or trust organised and validly existing under the laws of the jurisdiction where it is organised, and such Successor Entity shall expressly assume by a supplemental indenture all of the Issuer's or the Guarantor's (as applicable) obligations on the Notes and under the Indenture (including any obligation to pay any Additional Amounts);

(b) immediately after giving effect to the transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing;

(c) any such Successor Entity not organised and validly existing under the laws of the United States, any State thereof or the District of Columbia, or the Republic of Singapore shall expressly agree

by a supplemental indenture that all payments pursuant to the Notes or the Guarantee (as applicable) in respect of principal of and premium and interest on the Notes shall be made without deduction or withholding for or on account of, any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the jurisdiction of organisation or tax residency of such Successor Entity or any political subdivision or taxing authority thereof or therein, unless such taxes, duties, assessments or governmental charges are required by such jurisdiction or any such subdivision or authority to be withheld or deducted, in which case such Successor Entity will pay such additional amounts of, or in respect of the principal of and premium and interest on the Notes ("Successor Additional Amounts") as will result (after deduction of such taxes, duties, assessments or governmental charges and any additional taxes, duties, assessments or governmental charges payable in respect of such) in the payment to the holders of the Notes of the amounts which would have been payable in respect of such Notes had no such withholding or deduction been required, subject to the same exceptions as apply with respect to the payment by the Issuer or the Guarantor (as applicable) of Additional Amounts in respect of the Notes (inserting references to the taxing jurisdiction where appropriate), and *provided* that such Successor Entity shall not have the right to redeem the Notes pursuant to the provisions described under "— Optional tax redemption" in respect of such Successor Additional Amounts unless (A) the obligation to pay such Successor Additional Amounts arises as a result of any change in, or amendment to, the laws or regulations of such Successor Entity's jurisdiction of organisation or any political subdivision or taxing authority thereof or therein, or any change in the general application or official or general interpretation of such laws or regulations, which change or amendment is proposed and becomes effective after the date such Successor Entity assumes the obligations of the Issuer or the Guarantor (as applicable) under the Indenture and the Notes, (B) such obligation to pay Successor Additional Amounts cannot be avoided by such Successor Entity taking reasonable measures available to it and (C) all other requirements contained in the Indenture relating to the redemption of the Notes shall have been satisfied;

(d) such Successor Entity shall have delivered to the New York Trustee an opinion of U.S. tax counsel of recognised standing to the effect that the beneficial owners of such Notes will not recognise income, gain or loss for U.S. federal income tax purposes as a result of such transaction and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would be the case as if the transaction had not occurred; and

(e) the Issuer or such Successor Entity shall have delivered to the New York Trustee an officers' certificate and an opinion of counsel, each stating that such transaction and such supplemental indenture comply with the Indenture and that all conditions precedent provided for in the Indenture relating to such transaction have been complied with (Indenture § 801).

Defeasance and discharge

The Indenture provides that the Issuer and the Guarantor, at the Issuer's option, (a) will be Discharged from any and all obligations in respect of the Notes issued thereunder (except for certain obligations to register the transfer of or exchange Notes, replace stolen, lost or mutilated Notes, and maintain paying agents and to hold certain moneys in trust for payment) or (b) need not comply with any term, provision or condition set forth in Indenture §§ 801, 1005 or 1007 of the Indenture if, in each case, the Issuer irrevocably deposits with the New York Trustee or its agent under the Indenture, in trust for the purpose of making the following payments for the benefit of holders of Notes: (1) an amount in U.S. dollars or (2) Government Obligations applicable to such Notes (determined on the basis of U.S. dollars), which through the scheduled payment of principal, premium and interest in respect thereof will provide not later than one day before the due date of any payment of principal, premium and interest, if any, on such Notes, money in an amount sufficient, in the opinion of an internationally recognised accounting firm that is independent to the Issuer and the Guarantor, to pay all the principal of and premium and interest on such Notes on the dates such principal, premium and interest is due in accordance with the terms of such Notes. In the case of a discharge described in clause (a) above, the Issuer is required to deliver to the New York Trustee under the Indenture prior to such discharge either (X) an Opinion of Counsel of recognised standing with respect to U.S. federal income tax matters to the effect that since the date of the Indenture there has been a change in applicable U.S. federal income tax law and, as a result of such change, beneficial owners of such Notes will not recognise income, gain or loss for U.S. federal income tax purposes as a result of such deposit and related defeasance and will be subject to U.S. federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit and related defeasance had not been exercised or (Y) a ruling to such effect received from or published by the U.S. Internal Revenue Service ("IRS") and in the case of a discharge

described in clause (b) above, the Issuer is required to deliver to the New York Trustee under the Indenture prior to such discharge an Opinion of Counsel of recognised standing with respect to U.S. federal income tax matters to the effect that beneficial owners of such Notes will not recognise income, gain or loss for U.S. federal income tax purposes as a result of such deposit and related defeasance and will be subject to U.S. federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit and related defeasance had not been exercised (Indenture § 1401).

Waiver of immunity

Each of the Issuer and the Guarantor has irrevocably agreed that, should any suit or proceeding be brought against it arising out of or in connection with the Indenture or the Notes, no immunity (to the extent that it may now or hereafter exist, whether on the grounds of sovereign immunity or otherwise) from such suit or proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its property, assets or revenues, or from execution or judgment wherever brought or made, shall be claimed by it or on its behalf or with respect to its property, assets or revenues, and each of the Issuer and the Guarantor has irrevocably waived any such immunity to the fullest extent permitted by law (Indenture § 114).

Governing law

The Indenture and Notes issued pursuant to the Indenture will be governed by, and construed in accordance with, the laws of the State of New York (Indenture § 112). The Issuer and the Guarantor have submitted to the non-exclusive jurisdiction of any New York State or United States federal court in The City of New York in any suit or proceeding arising out of or relating to Notes or the Guarantee. The Issuer and the Guarantor have irrevocably waived, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue in any such suit, action or proceeding brought in such courts and any claim that any such suit, action or proceeding brought in such courts, has been brought in an inconvenient forum and any right to which it may be entitled on account of place of residence or domicile (Indenture § 114).

Concerning the New York Trustee

Deutsche Bank Trust Company Americas is the New York Trustee under the Indenture. Except during the continuance of an Event of Default, the New York Trustee need perform only those duties that are specifically set forth in the Indenture and no others, and no implied covenants or obligations will be read into the Indenture against the New York Trustee. In case an Event of Default has occurred and is continuing, the New York Trustee shall exercise those rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. No provision of the Indenture will require the New York Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties thereunder, or in the exercise of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity or security satisfactory to it against such risk or liability is not reasonably assured to it (Indenture § 601). The Issuer and the Guarantor maintain an account and conduct other banking transactions with the New York Trustee and its affiliates in the ordinary course of their business. The Indenture contains limitations on the rights of the New York Trustee, should it become a creditor of any obligor on the Notes, to obtain payment of claims in certain cases, or to realise certain property received in respect of any such claim as security or otherwise. The New York Trustee is permitted to engage in other transactions with the Issuer or the Guarantor; *provided* that if it acquires any conflicting interest it must either eliminate the conflict within 90 days or resign.

Consent to service of process

Each of the Issuer and the Guarantor has irrevocably designated and appointed CT Corporation System, located at 111 Eighth Avenue, New York, New York 10011, as its authorised agent for service of process in any suit or proceeding arising out of or relating to the Indenture or Notes governed by the laws of the State of New York issued thereunder brought in any federal or state court in The City of New York in the Borough of Manhattan or brought under federal or state securities laws or brought by the New York Trustee (whether in its individual capacity or in its capacity as the New York Trustee) and, in each case, will irrevocably submit to the non-exclusive jurisdiction of any New York State or United States federal court in The City of New York in any such suit or proceeding (Indenture § 114).

Terms and conditions of the Notes governed by Singapore law

*The following is the text of the terms and conditions (the "**Conditions**") of the Notes governed by Singapore law that, save for the words in italics and, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) or Global Certificate(s) representing each Series. Either (i) the full text of these Conditions together with the relevant provisions of the Pricing Supplement or (ii) these Conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Pricing Supplement. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to "**Notes**" are to the Notes of one Series only, not to all Notes that may be issued under the Program.*

The Notes are constituted by a second amended and restated Singapore Law Trust Deed dated 18 July 2022 (as may be further amended or supplemented as at the date of issue of the Notes (the "**Issue Date**"), the "**Singapore Law Trust Deed**") among Temasek Financial (I) Limited (the "**Issuer**"), Temasek Holdings (Private) Limited (the "**Guarantor**") and DBS Trustee Limited (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Singapore Law Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Singapore Law Trust Deed, which includes the form of the Bearer Notes, Certificates, Receipts, Coupons and Talons referred to below. An Agency Agreement dated 24 November 2009, as amended and supplemented by the first supplemental agency agreement dated 5 August 2021 and the second supplemental agency agreement dated 18 July 2022, has been entered into in relation to the Notes among the Issuer, the Guarantor, the Trustee, DBS Bank Ltd. as initial issuing and paying agent and the other agents named in it (as may be further amended or supplemented as at the Issue Date, the "**Agency Agreement**"). The issuing and paying agent, the other paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below collectively as the "**Agents**" and respectively as the "**Issuing and Paying Agent**", the "**Paying Agents**" (which expression shall include the Issuing and Paying Agent), the "**Registrar**", the "**Transfer Agents**" (which expression shall include the Registrar) and the "**Calculation Agent(s)**". Copies of the Singapore Law Trust Deed and the Agency Agreement are available for inspection free of charge during usual business hours at the specified offices of the Paying Agents and the Transfer Agents.

The Noteholders, the holders of the interest coupons (the "**Coupons**") relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Notes in bearer form of which the principal is payable in instalments are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Singapore Law Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

As used in these Conditions, "**Tranche**" means Notes which are identical in all respects.

1 Form, Denomination and Title

The Notes are issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**"), in each case in the Specified Denomination(s) shown in the relevant Pricing Supplement. The Issuer may, without the consent of the Trustee, the Noteholders or Couponholders, at any time after any issue of the Notes, (i) reduce the denomination of such Notes into smaller divisible amounts and/or (ii) remove or reduce the minimum denomination requirement in respect of such Notes; and notwithstanding Condition 11 and Clause 15 of the Singapore Law Trust Deed and all other provisions in these Conditions and the Singapore Law Trust Deed, the Issuer may, without the consent of the Trustee, the Noteholders or Couponholders, make any and all modifications to these Conditions and the Singapore Law Trust Deed it deems necessary or appropriate to implement the foregoing and the Trustee shall, upon request of the Issuer, consent to all such modifications. Any such reduction, removal or modification shall be binding on all Noteholders and all Couponholders and, if the Trustee so

requires, shall be notified to the Noteholders as soon as practicable. Notes in bearer form may be issued pursuant to a supplemental trust deed that provides for the issuance of bearer notes and shall be in a form agreed between the Issuer, the Guarantor and the Trustee and in compliance with United States tax and other laws.

All Registered Notes shall have the same Specified Denomination. Unless otherwise permitted by applicable law, Notes which have a maturity of less than one year and 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 of the Financial Services and Markets Act 2000, as amended (the "FSMA") will have a minimum denomination of £100,000 (or its equivalent in other currencies). Subject to the right of the Issuer to re-denominate and/or remove the minimum denomination in Condition 1, Notes will be (unless otherwise specified in the relevant Pricing Supplement) issued in minimum denominations of US$200,000 (or its equivalent in another currency) and integral multiples of US$1,000 (or its equivalent in another currency) in excess thereof, subject to compliance with all legal and/or regulatory requirements applicable to the relevant currency. Notes which are listed on SGX-ST will be traded on the SGX-ST in a minimum board lot size of S$200,000 (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time.

This Note is a Fixed Rate Note, a Floating Rate Note, a Variable Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note or a Partly Paid Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown in the relevant Pricing Supplement.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Notes that do not bear interest in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Any Bearer Note the principal amount of which is redeemable in instalments is issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(b), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "**Noteholder**" means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), "**holder**" (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them in the relevant Pricing Supplement, the absence of any such meaning indicating that such term is not applicable to the Notes.

For so long as any of the Notes is represented by (i) a Global Note and such Global Note is held by a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream**") and/or The Central Depository (Pte) Limited (the "**Depository**") or (ii) a Global Certificate and such Global Certificate is issued in the name of a common depositary for Euroclear and Clearstream and/or the Depository, each person who is for the time being shown in the records of Euroclear, Clearstream and/or the Depository as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear, Clearstream and/or the Depository as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the

Registrar, all other agents of the Issuer, the Guarantor and the Trustee as the holder of such principal amount of Notes other than with respect to the payment of principal, interest and any other amounts in respect of the Notes, for which purpose the bearer of the Global Note or, as the case may be, the registered holder of the Global Certificate shall be treated by the Issuer, the Issuing and Paying Agent, the Registrar, all other agents of the Issuer and the Trustee as the holder of such Notes in accordance with and subject to the terms of the Global Note or, as the case may be, the Global Certificate (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly). Notes which are represented by the Global Note or, as the case may be, the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of Euroclear, Clearstream and/or the Depository.

2 Transfers of Registered Notes

(a) **Transfer of Registered Notes:** One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(b) **Exercise of Options or Partial Redemption in Respect of Registered Notes**: In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(c) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Conditions 2(a) or (b) shall be available for delivery within five business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined below) or Purchase Notice (as defined below) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice, Purchase Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice, Purchase Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(c), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(d) **Exchange Free of Charge:** Exchange and transfer of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without

charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(e) **Closed Periods:** No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 5(d), (iii) after any such Note has been called for redemption or (iv) during the period of 15 days ending on (and including) any date on which payment is due.

3 Guarantee and Status

(a) **Guarantee:** The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the Singapore Law Trust Deed, the Notes, the Receipts and the Coupons. Its obligations in that respect (the "**Guarantee**") are contained in the Singapore Law Trust Deed.

(b) **Status of Notes and Guarantee:** The Notes and the Receipts and Coupons constitute direct, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves and at least *pari passu* with all other existing and future unsecured and unsubordinated obligations of the Issuer, other than with respect to obligations which may be preferred by law or rank senior by operation of law. The Guarantee (as defined in the Singapore Law Trust Deed) will constitute a direct, unconditional, unsecured and unsubordinated obligation of the Guarantor and will rank at least *pari passu* with all existing and future, unsecured and unsubordinated obligations of the Guarantor (other than with respect to obligations which may be preferred by law or rank senior by operation of law) and senior to all existing and future subordinated obligations of the Guarantor.

4 Interest and other Calculations

(a) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(i).

(b) **Interest on Floating Rate Notes, Index Linked Interest Notes and Variable Rate Notes**:

(i) *Interest Payment Dates:* Each Floating Rate Note, Index Linked Interest Note and Variable Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(i). Such Interest Payment Date(s) is/are either shown in the relevant Pricing Supplement as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Pricing Supplement, "**Interest Payment Date**" shall mean each date which falls the number of months or other period shown in the relevant Pricing Supplement as the Interest Accrual Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date, provided that the Agreed Yield (as defined in Condition 4(b)(v)(A)) in respect of any Variable Rate Note for any Interest Accrual Period (as defined below) shall be payable on the first day of that Interest Accrual Period.

(ii) *Business Day Convention*: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day

Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for Floating Rate Notes*: The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Pricing Supplement and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Pricing Supplement.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any). For the purposes of this sub-paragraph (A), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a swap transaction under the terms of an agreement incorporating the applicable ISDA Definitions and under which:

(1) the Floating Rate Option is as specified in the relevant Pricing Supplement;

(2) the Designated Maturity is a period specified in the relevant Pricing Supplement;

(3) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Pricing Supplement;

(4) if the specified Floating Rate Option is an Overnight Floating Rate Option, Compounding is specified to be applicable in the relevant Pricing Supplement and:

(a) Compounding with Lookback is specified as the Compounding Method in the relevant Pricing Supplement, Lookback is the number of Applicable Business Days specified in the relevant Pricing Supplement;

(b) Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Pricing Supplement, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement, and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; or;

(c) Compounding with Lockout is specified as the Compounding Method in the relevant Pricing Supplement, (a) Lockout is the number of Lockout Period Business Days specified in the relevant Pricing Supplement, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;

(5) if the specified Floating Rate Option is an Overnight Floating Rate Option, Averaging is specified to be applicable in the relevant Pricing Supplement and:

(a) Averaging with Lookback is specified as the Averaging Method in the relevant Pricing Supplement, Lookback is the number of Applicable Business Days as specified in the relevant Pricing Supplement;

(b) Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Pricing Supplement, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement, and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; or

(c) Averaging with Lockout is specified as the Averaging Method in the relevant Pricing Supplement, (a) Lockout is the number of Lockout Period Business Days in the relevant Pricing Supplement, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;

(6) if the specified Floating Rate Option is an Index Floating Rate Option and Index Provisions are specified to be applicable in the relevant Pricing Supplement, the Compounded Index Method with Observation Period Shift shall be applicable and (i) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement and (ii) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; and

(7) in connection with any Compounding Method, Averaging Method or Index Method specified in the relevant Pricing Supplement, references in the applicable ISDA Definitions to:

(a) "Confirmation" shall be references to the relevant Pricing Supplement;

(b) "Calculation Period" shall be references to the relevant Interest Accrual Period;

(c) "Termination Date" shall be references to the end date of the final Interest Accrual Period; and

(d) "Effective Date" shall be references to the Interest Commencement Date.

If the relevant Pricing Supplement specifies "2021 ISDA Definitions" as the applicable ISDA Definitions:

(i) "Administrator/Benchmark Event" shall be disapplied; and

(ii) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication — Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication — Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback — Previous Day's Rate".

For the purposes of this sub-paragraph (A), (i) "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity", and "Reset Date" have the meanings given to those terms in the applicable ISDA Definitions, and (ii) "Overnight Floating Rate Option", "Compounding with Lookback",

"Compounding with Observation Period Shift", "Compounding with Lockout", "Applicable Business Days", "Observation Period Shift Business Days", "Observation Period Shift Additional Business Days", "Lockout Period Business Days", "Index Floating Rate Option" and "Compounded Index Method with Observation Period Shift" have the meanings given to those terms in the 2021 ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes where the method of Screen Rate Determination in the relevant Pricing Supplement is specified as "Applicable — Term Rate":

(1) if "Applicable — Term Rate" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(a) the offered quotation; or

(b) the arithmetic mean 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 at the Relevant Time on the Interest Determination Date in question plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

(2) if the Relevant Screen Page is not available, or, if Condition 4(b)(iii)(B)(1)(a) applies and no such offered quotation appears on the Relevant Screen Page, or, if Condition 4(b)(iii)(B)(1)(b) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the Relevant Time, subject as provided below, the Calculation Agent shall request the principal Relevant Financial Centre office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(3) if paragraph (2) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the Relevant Time on the relevant Interest Determination Date, for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Relevant Financial Centre interbank market or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the

arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Relevant Financial Centre interbank market provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Spread (as specified in the relevant Pricing Supplement) or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Spread or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) Screen Rate Determination for Floating Rate Notes where the method of Screen Rate Determination in the relevant Pricing Supplement is specified as "Applicable — SOFR Benchmark":

If "Applicable — SOFR Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to Condition 4(l) and as provided below, be equal to the relevant SOFR Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. The "**SOFR Benchmark**" will be determined based on Simple SOFR Average, Compounded Daily SOFR or Compounded SOFR Index, as follows (subject in each case to Condition 4(l)):

(1) If Simple SOFR Average ("**Simple SOFR Average**") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be the arithmetic mean of the SOFR reference rates for each day during the period, as calculated by the Calculation Agent, and where, if applicable and as specified in the relevant Pricing Supplement, the SOFR reference 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) the Interest Period Date.

(2) If Compounded Daily SOFR ("**Compounded Daily SOFR**") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Interest Accrual Period (where SOFR Observation Lag, SOFR Payment Delay or SOFR Lockout is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent in accordance with one of the formulas referenced below depending upon which is specified as applicable in the relevant Pricing Supplement:

(a) SOFR Observation Lag:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_{i\ -\times USBD}\ \times\ n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFRi-xUSBD**", for any U.S. Government Securities Business Day "i" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day "i";

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

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

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

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "i"**"); and

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

(b) SOFR Observation Shift:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**$SOFR_i$**", for any U.S. Government Securities Business Day "i" in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day "i";

"**SOFR Observation Period**" means, in respect of each Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of the relevant Interest Accrual Period to (but

excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

"**SOFR Observation Shift Days**" means the number of U.S. Government Securities Business Days as specified in the relevant Pricing Supplement;

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

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a "**U.S. Government Securities Business Day "i"**"); and

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

(c) SOFR Payment Delay:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**$SOFR_i$**", for any U.S. Government Securities Business Day "i" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day "i";

"**Interest Payment Date**" shall be the number of Interest Payment Delay Days following each Interest Period Date; provided that the Interest Payment Date with respect to the final Interest Accrual Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the relevant Optional Redemption Date;

"**Interest Payment Delay Days**" means the number of U.S. Government Securities Business Days as specified in the relevant Pricing Supplement;

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

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

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "i"**"); and

"$\mathbf{n_i}$", for any U.S. Government Securities Business Day "i" in the relevant Interest Accrual Period, means the number of calendar days from (and including) such U.S. Government Securities Business Day "i" up to (but excluding) the following U.S. Government Securities Business Day.

For the purposes of calculating Compounded Daily SOFR with respect to the final Interest Accrual Period where SOFR Payment Delay is specified in the relevant Pricing Supplement, the SOFR reference rate 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 the relevant Optional Redemption Date, as applicable, shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(d) SOFR Lockout:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"$\mathbf{SOFR_i}$", for any U.S. Government Securities Business Day "i" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day "i", except that the SOFR for any U.S. Government Securities Business Day "i" in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Period Date for such Interest Accrual Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

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

"$\mathbf{d_o}$", for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

"**i**" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "i"**"); and

"$\mathbf{n_i}$" for any U.S. Government Securities Business Day "i" in the relevant Interest Accrual Period, means the number of calendar days from (and including) such U.S. Government Securities Business Day "i" up to (but excluding) the following U.S. Government Securities Business Day.

(3) If Compounded SOFR Index ("**Compounded SOFR Index**") is specified as applicable in the relevant Pricing Supplement, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent as follows:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFR Index**" means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator's Website or any data distributor or re-distributor partner (such as Bloomberg and Refinitiv) at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

(a) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the "Compounded SOFR Index" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SOFR formula described above in Condition 4(b)(iii)(C)(2)(b) "SOFR Observation Shift", and the term "SOFR Observation Shift Days" shall mean five U.S. Government Securities Business Days; or

(b) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(l)(i) or 4(l)(ii) shall apply as specified in the relevant Pricing Supplement;

"**SOFR Index$_{End}$**" means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement prior to the Interest Period Date for such Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date);

"**SOFR Index$_{Start}$**" means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement prior to the first day of the relevant Interest Accrual Period;

"**SOFR Index Determination Time**" means, in relation to any U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

"**SOFR Observation Period**" means, in respect of each Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

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

"**d_c**" means the number of calendar days in the applicable SOFR Observation Period.

(4) If Term SOFR ("**Term SOFR**") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be equal to the Term SOFR Rate as specified in the relevant Pricing Supplement that is published by the Term SOFR Administrator on the Term SOFR Administrator's Website at the Relevant Time on the Interest Determination Date in question as determined by the Calculation Agent after giving effect to the Term SOFR Conventions.

(D) Screen Rate Determination for Floating Rate Notes where the method of Screen Rate Determination in the relevant Pricing Supplement is specified as "Applicable — SONIA Benchmark"

If "Applicable — SONIA Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to Condition 4(l) and as provided below, be equal to the relevant SONIA Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. The "**SONIA Benchmark**" will be determined based on SONIA Compounded Index Rate or SONIA Compounded Daily Reference Rate, as follows (subject in each case to Condition 4(l)):

(1) If SONIA Compounded Index Rate (as defined below) is specified in the relevant Pricing Supplement as the manner in which the SONIA Benchmark will be determined, the SONIA Benchmark for each Interest Accrual Period shall be the SONIA Compounded Index Rate as follows, plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any):

"**SONIA Compounded Index Rate**" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

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

provided, however, that and subject to Condition 4(l), if the SONIA Compounded Index Value is not available in relation to any Interest Accrual Period on the Relevant Screen Page for the determination of either or both of SONIA Compounded $Index_{START}$ and SONIA Compounded $Index_{END}$, the Rate of Interest shall be calculated for such Interest Accrual Period on the basis of the SONIA Compounded Daily Reference Rate as set out in Condition 4(b)(iii)(D)(2) as if SONIA Compounded Daily Reference Rate with Observation Shift had been specified in the relevant Pricing Supplement and the "Relevant Screen Page" shall be deemed to be the "Relevant Fallback Screen Page" as specified in the relevant Pricing Supplement,

where:

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

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

"**Observation Period**" means, in respect of an Interest Accrual Period, the period from (and including) the date falling "p" London Business Days prior to the first day of such Interest Accrual Period (and the first Observation Period shall begin on and include the date which is "p" London Business Days prior to the Issue Date) and ending on (but excluding) the date which is "p" London Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling "p" London Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means, for any Interest Accrual Period, the whole number specified in the relevant Pricing Supplement (or, if no such number is so specified, five London Business Days) representing a number of London Business Days;

"**SONIA Compounded Index**" means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof);

"**SONIA Compounded Index$_{END}$**" means the SONIA Compounded Index Value on the date falling "p" London Business Days prior to (i) in respect of an Interest Accrual Period, the Interest Payment Date for such Interest Accrual Period, or (ii) if the Notes become due and payable prior to the end of an Interest Accrual Period, the date on which the Notes become so due and payable;

"**SONIA Compounded Index$_{START}$**" means, in respect of an Interest Accrual Period, the SONIA Compounded Index Value on the date falling "p" London Business Days prior to (i) the first day of such Interest Accrual Period, or (ii) in the case of the first Interest Accrual Period, the Issue Date; and

"**SONIA Compounded Index Value**" means, in relation to any London Business Day, the value of the SONIA Compounded Index as published by authorised distributors on the Relevant Screen Page on such London Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised distributors, as published on the Bank of England's Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on such London Business Day.

(2) If SONIA Compounded Daily Reference Rate (as defined below) is specified in the relevant Pricing Supplement as the manner in which the SONIA Benchmark will be determined, the SONIA Benchmark for each Interest Accrual Period shall be the SONIA Compounded Daily Reference Rate as follows, plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any):

"**SONIA Compounded Daily Reference Rate**" means, in respect of an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

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

where:

"**London Business Day**", "**Observation Period**" and "***p***" have the meanings set out under Condition 4(b)(iii)(D)(1);

"***d***" is the number of calendar days in the relevant:

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

"d_o" is the number of London Business Days in the relevant:

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

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

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

"n_i", for any London Business Day "i" in the relevant Interest Accrual Period, means the number of calendar days from and including such London Business Day "i" up to but excluding the following London Business Day;

"$\mathbf{SONIA}_i$" means, in relation to any London Business Day the SONIA reference rate in respect of:

(i) that London Business Day "i" where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) the London Business Day (being a London Business Day falling in the relevant Observation Period) falling "*p*" London Business Days prior to the relevant London Business Day "i" where Lag is specified in the relevant Pricing Supplement; and

the "**SONIA reference rate**", in respect of any London Business Day, is a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page on the next following London Business Day or, if the Relevant Screen Page is unavailable, as published by authorised distributors on such London Business Day or, if SONIA cannot be obtained from such authorised distributors, as published on the Bank of England's Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA reference rate).

(3) Subject to Condition 4(l), where SONIA is specified as the Reference Rate in the relevant Pricing Supplement and either (i) SONIA Compounded Daily Reference Rate is specified in the relevant Pricing Supplement, or (ii) the SONIA Compounded Index Rate is specified in the relevant Pricing Supplement and Condition 4(b)(iii)(D)(1) applies, if, in respect of any London Business Day, the SONIA reference rate is not available on the Relevant Screen Page

or Relevant Fallback Screen Page as applicable, (or as otherwise provided in the relevant definition thereof), such Reference Rate shall be:

(i) the Bank of England's Bank Rate (the "Bank Rate") prevailing at close of business on the relevant London Business Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five days on 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 lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

(ii) if such Bank Rate is not available, the SONIA reference rate published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof) for the first preceding London Business Day on which the SONIA reference rate was published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof), and

in each case, $SONIA_i$ shall be interpreted accordingly.

(4) Notwithstanding the paragraph above, and without prejudice to Condition 4(l), in the event the Bank of England publishes guidance as to:

(i) how the SONIA reference rate is to be determined; or

(ii) any rate that is to replace the SONIA reference rate,

the Calculation Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA reference rate for the purpose of the relevant Series of Notes for so long as the SONIA reference rate is not available or has not been published by the authorised distributors.

(5) If the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Spread or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

(6) If the Notes become due and payable in accordance with the Conditions, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable SONIA

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

(E) Screen Rate Determination for Floating Rate Notes where the method of Screen Rate Determination in the relevant Pricing Supplement is specified as "Applicable — SORA Benchmark" ("**SORA Notes**")

If "Applicable — SORA Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to Condition 4(l)(iii) and as provided below, be equal to the relevant SORA Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. The "**SORA Benchmark**" will be determined based on Compounded Daily SORA or SORA Index Average, as follows (subject in each case to Condition 4(l)(iii)):

(1) If Compounded Daily SORA ("**Compounded Daily SORA**") is specified in the relevant Pricing Supplement, the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period (where Lockout or Payment Delay is specified in the relevant Pricing Supplement to determine Compounded Daily SORA) or Observation Period (where Lookback or Backward Shifted Observation Period is specified in the relevant Pricing Supplement to determine Compounded Daily SORA).

The Calculation Agent will on the relevant Interest Determination Date in respect of each Interest Accrual Period, determine the Compounded Daily SORA in accordance with one of the formulas referenced below, depending upon which is specified in the relevant Pricing Supplement:

(a) where Lockout is specified in the relevant Pricing Supplement:

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

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

where:

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

"**d_o**", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"**i**", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Determination Date**" means the Singapore Business Day immediately following the SORA Rate Cut-Off Date, unless otherwise specified in the relevant Pricing Supplement;

"$\mathbf{n_i}$", for any Singapore Business Day "i" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "i" up to but excluding the following Singapore Business Day;

"p" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

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

"$\mathbf{SORA_i}$" means, in respect of any Singapore Business Day "i" falling in the relevant Interest Accrual Period:

(i) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

(ii) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "**Suspension Period $\mathbf{SORA_i}$**") (such first day of the Suspension Period coinciding with the SORA Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period $SORA_i$ shall apply to each day falling in the relevant Suspension Period;

"**SORA Rate Cut-Off Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling "p" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (or the date falling "p" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

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

"**Suspension Period**" means, in relation to any Interest Accrual Period, the period from (and including) the date falling "p" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (such Singapore Business Day coinciding with the SORA Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Accrual Period.

(b) Where Lookback is specified in the relevant Pricing Supplement:

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

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

where:

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

"**d_o**", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"**i**", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_0, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"**n_i**", for any Singapore Business Day "i" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "i" up to but excluding the following Singapore Business Day;

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

"**p**" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

"**SORA**" means, in respect of any Singapore Business Day "i", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or

a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at https://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "i"; and

"**$SORA_{i\ -\ x\ SBD}$**" means, in respect of any Singapore Business Day "i" falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "p" Singapore Business Days prior to the relevant Singapore Business Day "i".

(c) Where Backward Shifted Observation Period is specified in the relevant Pricing Supplement:

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

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

where:

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

"**d_o**", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Observation Period;

"**i**", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"**n_i**", for any Singapore Business Day "i" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "i" up to but excluding the following Singapore Business Day;

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

Days prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling "p" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"**p**" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

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

"**$SORA_i$"** means, in respect of any Singapore Business Day "i" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day "i".

(d) Where Payment Delay is specified in the relevant Pricing Supplement:

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

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

where:

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

"**d_o**", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"**i**", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Accrual Period End Date**" means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement;

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

Accrual Period, unless otherwise specified in the relevant Pricing Supplement and provided that the Interest Determination Date with respect to the final Interest Accrual Period will be the date falling one Singapore Business Day after the SORA Rate Cut-Off Date unless otherwise specified in the relevant Pricing Supplement;

"**Interest Payment Date**" shall be the date falling the number of Singapore Business Days equal to the Interest Payment Delay following each Interest Accrual Period End Date; provided that (i) the Interest Payment Date with respect to the Interest Accrual Period ending on the Maturity Date will be the Maturity Date, or (ii) if the Issuer elects to redeem the SORA Notes prior to the Maturity Date, the redemption date;

"**Interest Payment Delay**" means the number of Singapore Business Days as specified in the relevant Pricing Supplement;

"$\mathbf{n_i}$", for any Singapore Business Day "i" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "i" up to but excluding the following Singapore Business Day;

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

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

"$\mathbf{SORA_i}$" means, in respect of any Singapore Business Day "i" falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of that Singapore Business Day "i"; and

"**SORA Rate Cut-Off Date**" means the date that is the number of Singapore Business Days as specified in the relevant Pricing Supplement prior to the end of the Maturity Date or the relevant redemption date, as applicable, as specified in the relevant Pricing Supplement.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Accrual Period ending on the Maturity Date or the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(2) For each Floating Rate Note where the Reference Rate is specified as being SORA Index Average ("**SORA Index Average**"), the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d_c}\right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards, where:

"**d_c**" means the number of calendar days from (and including) the SORA $Index_{Start}$ to (but excluding) the SORA $Index_{End}$;

"**Interest Accrual Period End Date**" means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement;

"**p**" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

"**SORA Index**" means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at https://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

(i) if a Benchmark Event (SORA) has not occurred, the "SORA Index Average" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SORA formula described above in Condition 4(b)(iii)(E)(1)(c) and "p" shall be as set out in the relevant Pricing Supplement; or

(ii) if a Benchmark Event (SORA) has occurred, the provisions set forth in Condition 4(l)(iii) shall apply;

"**SORA $Index_{End}$**" means the SORA Index value on the Singapore Business Day falling "p" Singapore Business Days preceding the Interest Accrual Period End Date relating to such Interest Accrual Period;

"**SORA $Index_{Start}$**" means the SORA Index value on the Singapore Business Day falling "p" Singapore Business Days preceding the first date of the relevant Interest Accrual Period; and

"**SORA Index Determination Time**" means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

(3) If, subject to Condition 4(l)(iii), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day "i", SORA in respect of such Singapore Business Day "i" has not been published and a Benchmark Event (SORA) (as defined in Condition 4(l)(iii)(7)) has not occurred, then SORA for that Singapore Business Day "i" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 4(l)(iii), the Rate of Interest shall be:

(i) that determined as at the last preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date (though substituting, where a different Spread or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Pricing Supplement) relating to the relevant Interest Accrual Period in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or

(ii) if there is no such preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date, the initial Rate of Interest which would have been applicable to such Series of SORA Notes for the first Interest Accrual Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

If the relevant Series of SORA Notes become due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable Compounded Daily SORA Benchmark formula) and the Rate of Interest on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date.

(iv) *Rate of Interest for Index Linked Interest Notes.*

The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Pricing Supplement and interest will accrue by reference to an Index or Formula as specified in the relevant Pricing Supplement.

(v) *Rate of Interest for Variable Rate Notes*

(A) Each Variable Rate Note bears interest at a variable rate determined in accordance with the provisions of this paragraph (v). The interest payable in respect of a Variable Rate Note for each Interest Accrual Period relating to that Variable Rate Note, which shall be payable on the first day of such Interest Accrual Period, is referred to in this Conditions as the "**Agreed Yield**" and the rate of interest payable in respect of a Variable Rate Note on the last day of an Interest Accrual Period relating to that Variable Rate Note is referred to in these Conditions as the "**Rate of Interest**".

(B) The Agreed Yield or, as the case may be, the Rate of Interest payable from time to time in respect of each Variable Rate Note for each Interest Accrual Period, subject as referred to in Condition 4(b)(v)(D) below, shall be determined as follows:

(x) not earlier than 9:00 a.m. (Singapore time) on the ninth Business Day nor later than 3:00 p.m. (Singapore time) on the fifth Business Day prior to the commencement of each Interest Accrual Period, the

Issuer and the Relevant Dealer (as defined below) shall endeavour to agree on the following:

(1) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Interest Accrual Period;

(2) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the first day of such Interest Accrual Period, an Agreed Yield in respect of such Variable Rate Note for such Interest Accrual Period (and, in the event of the Issuer and the Relevant Dealer so agreeing on such Agreed Yield, the Rate of Interest for such Variable Rate Note for such Interest Accrual Period shall be zero); and

(3) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the last day of such Interest Accrual Period, a Rate of Interest in respect of such Variable Rate Note for such Interest Accrual Period (an "**Agreed Rate**") and, in the event of the Issuer and the Relevant Dealer so agreeing on an Agreed Rate, such Agreed Rate shall be the Rate of Interest for such Variable Rate Note for such Interest Accrual Period; and

(y) if the Issuer and the Relevant Dealer shall not have agreed either an Agreed Yield or an Agreed Rate in respect of such Variable Rate Note for such Interest Accrual Period by 3:00 p.m. (Singapore time) on the fifth Business Day prior to the commencement of such Interest Accrual Period, or if there shall be no Relevant Dealer during the period for agreement referred to in (x) above, the Rate of Interest for such variable Rate Note for such Interest Accrual Period shall automatically be the Fall Back Rate.

(C) The Issuer has undertaken to the Issuing and Paying Agent and the Calculation Agent that it will as soon as possible after the Agreed Yield or, as the case may be, the Agreed Rate in respect of any Variable Rate Note is determined but not later than 10:30 a.m. (Singapore time) on the next following Business Day.

(x) notify the Issuing and Paying Agent and the Calculation Agent in writing of the Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note for such Interest Accrual Period; and

(y) cause such Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note to be notified by the Issuing and Paying Agent to the relevant Noteholder at its request.

(D) For the purposes of paragraph (B) above, the Rate of Interest for each Interest Accrual Period for which there is neither an Agreed Yield nor Agreed Rate in respect of any Variable Rate Note or no Relevant Dealer in respect of the Variable Rate Note shall be the rate (the "**Fall Back Rate**") determined by reference to a Benchmark as stated on the face of such Variable Rate Note(s), being (in the case of Variable Rate Notes which are denominated in Singapore dollars) SORA (in which case such Variable Rate Note(s) will be SORA Note(s)) or (in any other case or in the case of Variable Rate Notes which are denominated in a currency other than Singapore dollars) such other Benchmark as is set out on the face of such Variable Rate Note(s).

(E) The Fall Back Rate payable from time to time in respect of each Variable Rate Note will be determined by the Calculation Agent in accordance with the provisions of Condition 4(b)(v)(B) or 4(b)(v)(C), as the case may be, above (mutatis mutandis) and references therein to "Rate of Interest" shall mean "Fall Back Rate".

If interest is payable in respect of a Variable Rate Note on the first day of an Interest Accrual Period relating to such Variable Rate Note, the Issuer will pay the Agreed Yield applicable to such Variable Rate Note for such Interest Accrual Period on the first day of such Interest Accrual Period. If interest is payable in respect of a Variable Rate Note on the last day of an Interest Accrual Period relating to such Variable Rate Note, the Issuer will pay the Interest Amount for such Variable Rate Note for such Interest Accrual Period on the last day of such Interest Accrual Period.

(c) **Linear Interpolation**:

Where Linear Interpolation is specified in the relevant Pricing Supplement as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified in the relevant Pricing Supplement as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified in the relevant Pricing Supplement as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period; provided, however, that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer shall determine appropriate.

"**Applicable Maturity**" means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

(d) **Zero Coupon Notes:**

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note (determined in accordance with Condition 5(b)). As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i)).

(e) **Dual Currency Notes**:

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Pricing Supplement.

(f) **Partly Paid Notes**:

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

(g) **Accrual of Interest**:

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date.

(h) **Spread, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding**:

(i) If any Spread is specified in the relevant Pricing Supplement (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 4(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Spread, subject always to the next paragraph.

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

(iii) 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.

(i) **Calculations**:

The amount of interest payable per calculation amount specified in the relevant Pricing Supplement (or, if no such amount is so specified, the Specified Denomination) (the "**Calculation Amount**") in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Accrual Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Accrual Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(j) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts**:

The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Trustee, the Issuer, each of the Paying Agents and any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information as soon as possible after their determination but in no event later than the fourth Business Day after such determination. In the case of Floating Rate Notes, the Calculation Agent will also cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period to be notified to the Noteholders in accordance with Condition 16 as soon as possible after their determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Interest Accrual Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(k) **Determination or Calculation by Trustee**:

If the Calculation Agent does not at any time for any reason determine or calculate the Rate of Interest for an Interest Accrual Period or any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, the Trustee shall do so (or shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Trustee pursuant to this Condition 4(k) shall (in the absence of manifest error) be final and binding upon all parties.

(l) **Benchmark Discontinuation**:

(i) Independent Adviser

This Condition 4(l)(i) shall apply unless (a) "Benchmark Discontinuation (SOFR)" or (b) "Benchmark Discontinuation (SORA)" is specified as applicable in the relevant Pricing Supplement.

(1) Appointment of Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer or the Guarantor, as the case may be, shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(l)(i)(2)) and, in either case, an Adjustment Spread (in accordance with Condition 4(l)(i)(3)) and any Benchmark Amendments (in accordance with Condition 4(l)(i)(4)).

In making such determination, an Independent Adviser appointed pursuant to this Condition 4(l)(i) shall act in good faith and in a commercially reasonable manner. In the absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 4(l)(i).

If (A) the Issuer or the Guarantor, as the case may be, is unable to appoint an Independent Adviser; or (B) the Independent Adviser appointed by the Issuer or the Guarantor, as the case may be, fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4(l)(i) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(l)(i)(2)) and, in either case, an Adjustment Spread (in accordance with Condition 4(l)(i)(3)) and any Benchmark Amendments (in accordance with Condition 4(l)(i)(4)).

If the Issuer or the Independent Adviser is unable to or does not determine the Benchmark Replacement by 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Spread or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Interest relating to that last

preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4(l)(i). For the purposes of this Condition 4(l)(i)(1) and Condition 4(l)(i)(5) only, "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent.

(2) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

(a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(l)(i)); or

(b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(l)(i)).

(3) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(4) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4(l)(i) and the Independent Adviser determines (A) that amendments to the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions, including, but not limited to amendments to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Interest Determination Date, the definition of Business Days, and/or the definition of Reference Rate applicable to the Notes, are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (B) the terms of the Benchmark Amendments, then the Issuer or the Guarantor, as the case may be, shall, subject to giving notice thereof in accordance with Condition 4(l)(i)(5), without any requirement for the consent or approval of Noteholders, vary the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer or the Guarantor (including a request based on a determination made by the Independent Adviser in accordance with this Condition 4(l)(i)), but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by two directors of the Issuer or the Guarantor, as the case may be, pursuant to Condition 4(l)(i)(5), the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer or the Guarantor in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Singapore Law Trust Deed, the Agency

Agreement and/or these Conditions), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged to concur with the Issuer or the Guarantor in respect of any changes or amendments as contemplated under this Condition 4(l)(i) which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in the Singapore Law Trust Deed (including, for the avoidance of doubt, any supplemental trust deed), the Agency Agreement and/or these Conditions.

For the avoidance of doubt, the Trustee, the Paying Agents, and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, effect such consequential amendments to the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to this Condition 4(l)(i). Noteholders' consent shall not be required in connection with the effecting of the Successor Rate or the Alternative Rate (as applicable) or such other changes, including for the execution of any documents or other steps to be taken by the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions, determinations or certifications made by the Issuer, the Guarantor or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 4(l)(i)(4), the Issuer or the Guarantor, as the case may be, shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(5) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined in accordance with this Condition 4(l)(i), will be notified promptly, and in any event no later than 10 business days prior to the relevant Interest Determination Date by the Issuer or the Guarantor, as the case may be, to the Trustee, the Calculation Agent and the Paying Agents. In accordance with Condition 16, notice shall be provided to the Noteholders and Couponholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by two directors of the Issuer or the Guarantor, as the case may be:

(A) confirming (w) that a Benchmark Event has occurred, (x) the Successor Rate or, as the case may be, the Alternative Rate, (y) the applicable Adjustment Spread and (z) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(l)(i);

(B) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread; and

(C) certifying that (i) the Issuer or the Guarantor, as the case may be, has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer and/or the Guarantor has not done so.

Each of the Trustee, the Calculation Agent and the Paying Agents shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders, and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(6) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer and the Guarantor under Conditions 4(l)(i)(1), 4(l)(i)(2), 4(l)(i)(3) and 4(l)(i)(4), the Original Reference Rate and the fallback provisions provided for in Conditions 4(b)(iii)(A) and 4(b)(iii)(B) will continue to apply unless and until the Trustee, the Paying Agents and the Calculation Agent have been notified of the Benchmark Event, the Successor Rate or the Alternative Rate (as the case may be), any Adjustment Spread and the Benchmark Amendments (if any), in accordance with Condition 4(l)(i)(5).

(ii) Benchmark Discontinuation (SOFR)

This Condition 4(l)(ii) shall only apply where "Benchmark Discontinuation (SOFR)" is specified as applicable in the relevant Pricing Supplement.

(1) Benchmark Replacement

If the Issuer, the Guarantor or any of their respective designees determine on or prior to the relevant Reference Time that a Benchmark 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 Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

(2) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer, the Guarantor or any of their respective designees will have the right to make Benchmark Replacement Conforming Changes from time to time. The Issuer, the Guarantor or the designee, as the case may be, shall, subject to giving notice thereof in accordance with Condition 4(l)(ii)(4), without any requirement for the consent or approval of Noteholders, vary the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice.

At the request of the Issuer, the Guarantor or the designee, as the case may be, but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by two directors of the Issuer or the Guarantor, as the case may be, pursuant to Condition 4(l)(ii)(4), the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for

the consent or approval of the Noteholders, be obliged to concur with the Issuer, the Guarantor or the designee in effecting any Benchmark Replacement Conforming Changes (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged so to concur with the Issuer, the Guarantor or the designee in respect of any changes or amendments as contemplated under this Condition 4(l)(ii) which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in the Singapore Law Trust Deed (including, for the avoidance of doubt, any supplemental trust deed), the Agency Agreement and/or these Conditions.

For the avoidance of doubt, the Trustee, the Paying Agents and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, as the case may be, effect such consequential amendments to the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to this Condition 4(l)(ii). Noteholders' consent shall not be required in connection with effecting any such changes, including for the execution of any documents or any steps to be taken by the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or any of the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions, determinations, decisions or elections made by the Issuer, the Guarantor or any of their respective designees with respect to any Benchmark Replacement or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

(3) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer, the Guarantor or any of their respective designees pursuant to this Condition 4(l)(ii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (i) will be conclusive and binding absent manifest error, (ii) will be made in the sole discretion of the Issuer, the Guarantor or any of their respective designees, as applicable, and (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

(4) Notices, etc.

Any Benchmark Replacement and the specific terms of any Benchmark Replacement Conforming Changes, determined under this Condition 4(l)(ii), will be notified promptly, and in any event, no later than 10 business days prior to the relevant Interest Determination Date, by the Issuer or the Guarantor, as the case may be, to the Trustee, the Calculation Agent and the Paying Agents. In accordance with Condition 16, notice shall be provided to the Noteholders and Couponholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date of such Benchmark Replacement and of the Benchmark Replacement Conforming Changes, if any. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by two directors of the Issuer or the Guarantor, as the case may be:

(A) confirming (x) that a Benchmark Event has occurred, (y) the specific terms of the Benchmark Replacement and (z) the specific terms of the Benchmark Replacement Conforming Changes (if any), in each case as determined in accordance with the provisions of this Condition 4(l)(ii); and

(B) certifying that the Benchmark Replacement Conforming Changes (if any) are necessary to ensure the proper operation of such Benchmark Replacement.

Each of the Trustee, the Calculation Agent and the Paying Agents shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders, and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Benchmark Replacement and the Benchmark Replacement Conforming Changes (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement and the Benchmark Replacement Conforming Changes (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(5) Definitions

The following defined terms shall have the meanings set out below for the purpose of this Condition 4(l)(ii):

"**Benchmark**" means, for the purpose of Condition 4(l)(ii), initially, the relevant SOFR Benchmark specified in the relevant Pricing Supplement; provided that if the Issuer, the Guarantor or any of their respective designees determine on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant SOFR Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then "**Benchmark**" means the applicable Benchmark Replacement;

"**Benchmark Event**" means:

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

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of

such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months, either generally or in respect of the Notes; or

(iv) 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:

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer, the Guarantor or any of their respective designees as of the Benchmark Replacement Date:

(1) the sum of:

(i) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and

(ii) the Benchmark Replacement Adjustment;

(2) the sum of:

(i) the ISDA Fallback Rate; and

(ii) the Benchmark Replacement Adjustment; or

(3) the sum of:

(i) the alternate reference rate that has been selected by the Issuer, the Guarantor, or any of their respective designees as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) 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, the Guarantor or any of their respective designees as of the Benchmark Replacement Date:

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

(ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer, the Guarantor or any of their respective designees 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 (including any daily published component used in the calculation thereof) 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 timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Issuer, the Guarantor or any of their respective designees decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer, the Guarantor or any of their respective designees decide that adoption of any portion of such market practice is not administratively feasible or if the Issuer, the Guarantor or any of their respective designees determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer, the Guarantor or any of their respective designees determine is reasonably necessary);

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

(1) in the case of sub-paragraph (i) or (ii) of the definition of "Benchmark 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

(2) in the case of sub-paragraph (iii) of the definition of "Benchmark 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;

"**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, unless otherwise specified in the relevant Pricing Supplement;

"**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 2006 ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Simple SOFR Average or Compounded Daily SOFR is specified as applicable in the relevant Pricing Supplement) or SOFR Index Determination Time (where Compounded SOFR Index is

specified as applicable in the relevant Pricing Supplement), or (2) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer, the Guarantor or any of their respective designees after giving effect to the Benchmark Replacement Conforming Changes;

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

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(iii) Benchmark Discontinuation (SORA)

This Condition 4(l)(iii) shall only apply where "Benchmark Discontinuation (SORA)" is specified as applicable in the relevant Pricing Supplement.

(1) Independent Adviser

Notwithstanding the provisions above in this Condition 4(l), if a Benchmark Event (SORA) occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer or, as the case may be, the Guarantor shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 4(l)(iii)(2)) and an Adjustment Spread, if any (in accordance with Condition 4(l)(iii)(3)), and any Benchmark Amendments (in accordance with Condition 4(l)(iii)(4)) by 10 business days prior to the relevant Interest Determination Date.

An Independent Adviser appointed pursuant to this Condition 4(l)(iii) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4(l)(iii).

If (A) the Issuer or the Guarantor, as the case may be, is unable to appoint an Independent Adviser after using its reasonable endeavours, or (B) the Independent Adviser appointed by the Issuer or the Guarantor, as the case may be, fails to determine the Benchmark Replacement prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may on the tenth business day prior to the relevant Interest Determination Date, determine the Benchmark Replacement (in accordance with Condition 4(l)(iii)(2)) and an Adjustment Spread if any (in accordance with Condition 4(l)(iii)(3)) and any Benchmark Amendments (in accordance with Condition 4(l)(iii)(4)).

If the Issuer or the Independent Adviser is unable to or does not determine the Benchmark Replacement by 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Spread or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Interest

relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4(l)(iii)(1).

(2) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) shall (subject to adjustment as provided in Condition 4(l)(iii)(3)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(l)(iii)).

(3) Adjustment Spread

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines (A) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (B) the quantum of, or a formula or methodology for determining such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(4) Benchmark Amendments

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines (A) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(l)(iii)(5), without any requirement for the consent or approval of Noteholders, vary the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer or the Guarantor (including a request based on a determination made by the Independent Adviser in accordance with this Condition 4(l)(iii)), but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by two directors of the Issuer or the Guarantor, as the case may be, pursuant to Condition 4(l)(iii)(5), the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer or the Guarantor in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed or agreement supplemental to or amending the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged so to concur with the Issuer or the Guarantor in respect of any changes or amendments as contemplated under this Condition 4(l)(iii) which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in the Singapore Law Trust Deed (including, for the avoidance of doubt, any supplemental trust deed), the Agency Agreement and/or these Conditions in any way.

For the avoidance of doubt, the Trustee, the Paying Agents and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, effect such consequential amendments to the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to Condition 4(l)(iii)(4). Noteholders' consent

shall not be required in connection with effecting the Benchmark Replacement, Adjustment Spread or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrar, the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar, the Transfer Agents or the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions, determinations or certifications made by the Issuer, the Guarantor or the Independent Adviser with respect to any Benchmark Replacement, Adjustment Spread or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 4(l)(iii)(4), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(5) Notices, etc.

The occurrence of a Benchmark Event (SORA) shall be determined by the Issuer or the Guarantor, as the case may be, and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(l)(iii) will be notified promptly, and in any event, no later than 10 business days prior to the relevant Interest Determination Date, by the Issuer or the Guarantor, as the case may be, to the Trustee, the Calculation Agent and the Paying Agents. In accordance with Condition 16, notice shall be provided to the Noteholders and Couponholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date for such Benchmark Replacement, any related Adjustment Spread and of the Benchmark Amendments, if any. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by two directors of the Issuer or the Guarantor, as the case may be:

(A) confirming (x) that a Benchmark Event (SORA) has occurred; (y) the Benchmark Replacement; and (z) where applicable, any Adjustment Spread, and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4(l)(iii);

(B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread; and

(C) certifying that (i) the Issuer or the Guarantor, as the case may be, has duly consulted with an Independent Adviser with respect to each of the above matters or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer and/or the Guarantor has not done so.

Each of the Trustee, the Paying Agents and the Calculation Agent shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Benchmark

Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(6) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(l)(iii)(1), 4(l)(iii)(2), 4(l)(iii)(3) and 4(l)(iii)(4), the Original Reference Rate and the fallback provisions provided for in Condition 4(l)(iii) will continue to apply unless and until the Trustee, the Paying Agents and the Calculation Agent have been notified of the Benchmark Replacement, and any Adjustment Spread, and Benchmark Amendments, in accordance with Condition 4(l)(iii)(4).

(7) Definitions

As used in this Condition 4(l)(iii):

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

(A) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or

(B) if no such recommendation, the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(C) is determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be);

having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate; with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines in accordance with Condition 4(l)(iii)(2) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or, if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes (including, but not limited to, Singapore Government Bonds) or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate,

such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Original Reference Rate;

"**Benchmark Amendments**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Accrual Period", timing and frequency of determining rates and making payments of interest, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Interest Accrual Period, any other amendments to the Singapore Law Trust Deed, the Agency Agreement and/or these Conditions, and other administrative matters) that the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines is reasonably necessary;

"**Benchmark Event (SORA)**" means one or more of the following events:

(i) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or

(ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case, within the following six months, either generally or in respect of the Notes; or

(v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative; or

(vi) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or

(vii) a public statement by a Relevant Nominating Body (as defined below) formally recommending a successor or replacement for the relevant Reference Rate,

provided that the Benchmark Event (SORA) shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the

Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition or restriction of use of the Original Reference Rate and (c) in the case of sub-paragraph (vi) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement;

"**Benchmark Replacement**" means the Interpolated Benchmark, provided that if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) cannot determine the Interpolated Benchmark by the relevant Interest Determination Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be):

(i) Identified SORA;

(ii) the Successor Rate;

(iii) the ISDA Fallback Rate; and

(iv) the Alternative Rate;

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

"**Identified SORA**" means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been (1) selected or recommended by the Relevant Nominating Body, or (2) determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Notes;

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 4(l)(iii)(1);

"**Interpolated Benchmark**" with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (A) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (B) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

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

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

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Original Reference Rate**" means, initially, SORA (being the originally-specified reference rate of applicable tenor used to determine the Rate of Interest), *provided that* if a Benchmark Event (SORA) has occurred with respect to SORA or the then-current Original Reference Rate, then "**Original Reference Rate**" means the applicable Benchmark Replacement;

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

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(iii) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;

(iv) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);

(v) a group of the aforementioned central banks or other supervisory authorities; or

(vi) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor.

(m) **Definitions**:

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

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);

(ii) the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied);

(iii) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4(l)(i)(2) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

"**Benchmark Amendments**" has the meaning given to it in Condition 4(l)(i)(4).

"**Benchmark Event**" means:

(i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months, either generally or in respect of the Notes; or

(v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is (or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or

(vi) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer, the Guarantor or other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or

(vii) a public statement by a Relevant Nominating Body (as defined below) formally recommending a successor or replacement for the relevant Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer or the Guarantor, as the case may be, and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

"**Bloomberg Screen SOFRRATE Page**" means the Bloomberg screen designated "SOFRRATE Index" or any successor page or service.

"**Business Day**" means:

(i) in the case of a currency other than euro, and unless the relevant Pricing Supplement specifies that the Floating Rate Note Provisions apply and the Reference Rate is SOFR Benchmark or SORA Benchmark, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or

(ii) if the relevant Pricing Supplement specifies that the Floating Rate Note Provisions apply and the Reference Rate is SOFR Benchmark, any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York or one or more Business Centres and is not a date on which banking institutions in those cities or Business Centres are authorised or required by law or regulation to be closed; and/or

(iii) if the relevant Pricing Supplement specifies that the Floating Rate Provisions apply and the Reference Rate is SORA Benchmark, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore; and/or

(iv) in the case of euro, a day on which the TARGET System is operating (a "**TARGET Business Day**"); and/or

(v) in the case of another currency and/or one or more Business Centres, and unless the relevant Pricing Supplement specifies that the Floating Rate Note Provisions apply and the Reference Rate is SOFR Benchmark or SORA Benchmark, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Accrual Period, the "**Calculation Period**").

(i) if "**Actual/Actual**" or "**Actual/Actual — ISDA**" is specified in the relevant Pricing Supplement, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the relevant Pricing Supplement, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the relevant Pricing Supplement, the actual number of days in the Calculation 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 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 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 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 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 in the relevant Pricing Supplement, 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; and

(vii) if "**Actual/Actual-ICMA**" is specified in the relevant Pricing Supplement,

(A) 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 (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

"**Determination Date**" means the date(s) specified as such in the relevant Pricing Supplement or, if none is so specified, the Interest Payment Date(s).

"**euro**" means the currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"Interest Amount" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the relevant Pricing Supplement, shall mean the Fixed Coupon Amount or Broken Amount specified in the relevant Pricing Supplement as being payable on the Interest Payment Date in respect of the relevant Interest Accrual Period; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified herein.

"**Interest Determination Date**" for Notes that are not SORA Notes means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Pricing Supplement or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in the Relevant Financial Centre for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is not Sterling or euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro or (iv) the fourth U.S. Government Securities Business Day prior to the last day of each Interest Accrual Period if SOFR Benchmark is specified in the relevant Pricing Supplement as the Reference Rate and where Simple SOFR Average is applicable in the relevant Pricing Supplement or where SOFR Observation Lag, SOFR Observation Shift or SOFR Lockout is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR or where Compounded SOFR Index is specified as applicable in the relevant Pricing Supplement or (v) the Interest Period Date at the end of each Interest Accrual Period, provided that the Interest Determination Date with respect to the final Interest Accrual Period will be the U.S. Government Securities Business Day immediately following the relevant SOFR Rate Cut-Off Date if SOFR Benchmark is specified in the relevant Pricing Supplement as the Reference Rate and where SOFR Payment Delay is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR or (vi) the date specified in the relevant Pricing Supplement or, if none is so specified, the fifth U.S. Government Securities Business Day prior to the start of each Interest Accrual Period, if Term SOFR is specified in the relevant Pricing Supplement as the Reference Rate.

"**Interest Period Date**" means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement.

"**ISDA Definitions**" means (1) if "2006 ISDA Definitions" is specified in the relevant Pricing Supplement, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") and as amended and updated as at the Issue

Date of the first Tranche of the Notes; or (2) if "2021 ISDA Definitions" is specified in the relevant Pricing Supplement, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of the Notes.

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

"**Rate Cut-Off Date**" means the date that is "q" U.S. Government Securities Business Days prior to the Maturity Date or any earlier redemption date, as applicable (where "q" is the number of U.S. Government Securities Business Days in the Rate Cut-Off Period specified in the relevant Pricing Supplement).

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the relevant Pricing Supplement.

"**Reference Banks**" means four major banks selected by the Issuer in the interbank market that is most closely connected with the Reference Rate.

"**Reference Rate**" means the rate specified as such in the relevant Pricing Supplement. If more than one Reference Rate is specified, 'Reference Rate' shall refer to each rate defined or specified as such, or determined, in respect of the relevant period or day as specified in the relevant Pricing Supplement.

"**Relevant Dealer**" means the Dealer party to the Program Agreement referred to in the Agency Agreement with whom the Issuer has concluded an agreement for the issue of Notes pursuant to the Program Agreement.

"**Relevant Financial Centre**" means the financial centre specified as such in the relevant Pricing Supplement.

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

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

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

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

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Pricing Supplement (or any successor or replacement page, section, caption, column or other part of a particular information service).

"**Relevant Time**" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Pricing Supplement. If none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre or, if no such customary local time exists, 11.00 hours in the Relevant Financial Centre and, for the purpose of this definition "local time" means, with respect to the Euro-zone as a Relevant Financial Centre, Central European Time. With respect to any determination of Term SOFR means (i) if the benchmark is Term SOFR, 11:00 a.m. New York time unless otherwise specified in the

relevant Pricing Supplement, and (ii) if the Issuer or its designee determines, in accordance with Condition 4(l), that a SOFR Benchmark Transition Event or Benchmark Event (as applicable) and its related Benchmark Replacement Date have occurred, the time as agreed between the Issuer and the Calculation Agent after giving effect to the Benchmark Replacement Conforming Changes in accordance with Condition 4(l).

"**Reuters Page USDSOFR=**" means the Reuters page designated "USDSOFR=" or any successor page or service.

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

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

(i) the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Bloomberg Screen SOFRRATE Page; the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Reuters Page USDSOFR=; or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator's Website;

(ii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the SOFR reference rate shall be the reference rate published on the SOFR Administrator's Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website; or

(iii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(l)(i) or Condition 4(l)(ii) shall apply as specified in the relevant Pricing Supplement.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate).

"**SOFR Administrator's Website**" means the website of the SOFR Administrator (currently at https://www.newyorkfed.org/) or any successor source.

"**SOFR Benchmark Transition Event**" means the occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark.

"**SOFR Determination Time**" means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

"**SOFR Rate Cut-Off Date**" means the date that is a number of U.S. Government Securities Business Days prior to the end of each Interest Accrual Period, the Maturity Date or the relevant Optional Redemption Date, as applicable, as specified in the relevant Pricing Supplement.

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

"**Specified Currency**" means the currency specified as such in the relevant Pricing Supplement or, if none is specified, the currency in which the Notes are denominated.

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

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

"**Term SOFR**" means the forward-looking term rate for the applicable period based on SOFR that has been selected or recommended by the Relevant Governmental Body and published by the Term SOFR Administrator.

"**Term SOFR Administrator**" means the CME Group or any other entity designated by the Relevant Governmental Body as the administrator of Term SOFR (or any successor administrator).

"**Term SOFR Conventions**" means any determination, decision, or election with respect to any technical, administrative, or operational matter (including with respect to the manner and timing of the publication of Term SOFR Rate, or changes to the definition of "Interest Accrual Period", timing and frequency of determining the Term SOFR Rate with respect to each Interest Accrual Period and making payments of interest, rounding of amounts or tenors, and other administrative matters) as set out in the relevant Pricing Supplement which reflect the use of the Term SOFR Rate as the SOFR Benchmark in a manner substantially consistent with market practice.

"**Term SOFR Rate**" means, in respect of an Interest Accrual Period, the Term SOFR Rate as published on the Term SOFR Administrator's website at the Reference Time on the relevant Interest Determination Date, provided that:

(i) if the value specified above does not appear and a SOFR Benchmark Transition Event or Benchmark Event (as applicable) and its related Benchmark Replacement Date have not occurred, the "Term SOFR Rate" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the SOFR Index formula described above in Condition 4(b)(iii)(C)(3); or

(ii) if as of 5:00 p.m. (New York time) on the relevant Interest Determination Date, the Term SOFR Rate has not been published by the Term SOFR Administrator or its data distributor or redistributor partners ((such as Bloomberg and Refinitiv) or on the relevant administrator (or its data distributor or redistributor partners)'s website and a SOFR Benchmark Transition Event or Benchmark Event (as applicable) and its related Benchmark Replacement Date have not occurred, then the "Term SOFR Rate" will be the Term SOFR Rate as published by the relevant administrator (or its data distributor or redistributor partners) or on the relevant administrator (or its data distributor or redistributor partners)'s website for the first preceding U.S. Government Securities Business Day for which such rate was published on such administrator (or its data distributor or redistributor partners)'s website so long as such first preceding US Government Securities Business Day is not more than three US Government Securities Business Days prior to such Interest Determination Date.

(iii) if the value specified above does not appear and a SOFR Benchmark Transition Event or Benchmark Event (as applicable) and its related Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(l) shall apply as 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.

(n) **Calculation Agent**:

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the relevant Pricing Supplement and for so long as any Note is outstanding (as defined in the Singapore Law Trust Deed). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an

Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall (with the prior approval of the Trustee or an Extraordinary Resolution of holders of the Notes) appoint a leading bank or financial institution engaged in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal Singapore office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(o) **Certificates to be final**:

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition, whether by the Calculation Agent or the Trustee, shall (in the absence of manifest error) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the other Agents and all Noteholders and/or Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders or any other person shall attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5 Redemption, Purchase and Options

(a) **Redemption by Instalments and Final Redemption**:

(i) Unless previously redeemed, purchased and cancelled as provided in this Condition 5, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Pricing Supplement. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(ii) Unless otherwise provided in the relevant Pricing Supplement and unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the relevant Pricing Supplement at its Final Redemption Amount (which, unless otherwise provided in the relevant Pricing Supplement, is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

(b) **Early Redemption**:

(i) Zero Coupon Notes:

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the relevant Pricing Supplement.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Pricing Supplement, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the relevant Pricing Supplement.

(ii) Other Notes: The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9, shall be the Final Redemption Amount unless otherwise specified in the relevant Pricing Supplement.

(c) **Redemption for Taxation Reasons:**

Unless otherwise specified in the relevant Pricing Supplement, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note or an Indexed Linked Note) or, at any time (if this Note is neither a Floating Rate Note or an Indexed Linked Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) (the "**Note Optional Tax Redemption**") at their Early Redemption Amount (as described in Condition 5(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay Additional Amounts (as described under Condition 7) as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, (or any taxing authority of any taxing jurisdiction to which the Issuer, or the Guarantor, as the case may be, is or has become subject and in respect of which it has given such undertaking as referred to above in this Condition) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes, and (ii) such obligation cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (i) an opinion of independent tax counsel of recognised standing in Singapore or a copy of any judicial decision or regulatory determination or ruling, in each case to the effect that the Issuer (or the Guarantor, as the case may be) would be required to pay Additional Amounts on the next payment in respect of such Notes (or the Guarantee) as a result of a change, amendment, application or interpretation described above and (ii) a certificate signed by two executive officers (being any of the Chief Executive Officer, the Chief Financial Officer, the Secretary, a Director or any other person authorised by the Board of Directors) of the Issuer (or the Guarantor, as the case may be) to the effect that, in the judgment of the Issuer (or the Guarantor, as the case may be), such obligation referred to in (i) above cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it and the Trustee shall be entitled to accept such opinion without any further inquiry as sufficient evidence of the satisfaction of the conditions precedent set out above without liability to any person in which event it shall be conclusive and binding on Noteholders and Couponholders.

(d) **Redemption at the option of the Issuer:**

Unless otherwise specified in the relevant Pricing Supplement, the Issuer may, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders (or such

other notice period as may be specified in the relevant Pricing Supplement) redeem all or some of the Notes on the date(s) specified in the relevant Pricing Supplement (the "**Notes Optional Redemption Date**"). Any such redemption of Notes shall be at the Optional Redemption Amount specified in the relevant Pricing Supplement together with interest accrued to the date fixed for redemption.

Unless otherwise specified in the relevant Pricing Supplement, the Optional Redemption Amount shall be equal to the greater of (i) the principal amount of the Notes being redeemed and (ii) the amount determined by discounting the principal amount of the Notes plus all required remaining scheduled interest payments due on such Notes at a Make Whole Call Reference Rate (as defined in the relevant Pricing Supplement) plus a spread specified in the relevant Pricing Supplement.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

(e) **Redemption at the option of holders of Notes:**

If Put Option is specified in the relevant Pricing Supplement, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the relevant Pricing Supplement) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) **Purchase at the option of holders of Variable Rate Notes:**

If VRN Purchase Option is specified in the relevant Pricing Supplement, each holder of Variable Rate Notes shall have the option to have all or any of his Variable Rate Notes purchased by the Issuer at their Redemption Amount on any Interest Payment Date and the Issuer will purchase such Variable Rate Notes accordingly. To exercise such option, the holder must deposit (in the case of Bearer Notes) such Variable Rate Notes (together with all unmatured Receipts and Coupons and unexchanged Talons) to be purchased with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option purchase notice ("**Purchase Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the Noteholders' VRN Purchase Option Period shown on the face hereof. Any Note or Certificate so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(g) **Partly Paid Notes:**

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

(h) **Purchases:**

The Issuer, the Guarantor and their subsidiaries may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

(i) **Cancellation:**

All Notes purchased by or on behalf of the Issuer, the Guarantor or any of their subsidiaries may be held, resold or surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and

Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(j) **Trustee Not Obliged to Monitor:**

None of the Trustee or the Agents shall be under any duty to determine, calculate or verify the Early Redemption Date or be under any duty to monitor whether any event or circumstance has happened or exists within this Condition 5 and will not be responsible to the Noteholders or Couponholders for any loss arising from any failure by it to do so. Unless and until the Trustee has notice in writing of the occurrence of any event or circumstance within this Condition 5, it shall be entitled to assume that no such event or circumstance exists.

6 Payments and Talons

(a) **Bearer Notes:**

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(f)(ii)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank. "**Bank**" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) **Registered Notes:**

(i) Payments of principal (which for the purposes of this Condition 6(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest (which for the purpose of this Condition 6(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**") provided, however, that interest payable on any interest bearing Note at Maturity or redemption shall be payable in immediately available funds to the person to whom principal shall be payable. Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank.

(c) **Payments in the United States:**

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar

restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) **Payments subject to fiscal laws:**

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, including FATCA (as defined below), but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) **Appointment of Agents:**

The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time with the approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) a Paying Agent having a specified office in Singapore, and (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed in each case, as approved by the Trustee.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) **Unmatured Coupons and Receipts and unexchanged Talons:**

(i) Upon the due date for redemption, Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes or Index Linked Notes) should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Redemption Amount due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of three years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, Dual Currency Note or Index Linked Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Upon the due date for redemption of any Bearer Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.

(v) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is

presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(g) **Talons:**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(h) **Non-Business Days:**

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such other jurisdictions as shall be specified as "**Financial Centres**" in the relevant Pricing Supplement and:

(i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or

(ii) (in the case of a payment in euro) which is a TARGET Business Day.

7 Taxation

All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes, the Receipts and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law (including under FATCA (as defined below)). In that event, in relation to Notes denominated in Singapore dollars, the Issuer or, as the case may be, the Guarantor will not pay any additional amounts in respect of any such withholding or deduction from payments in respect of such Notes for, or on account of, any such taxes or duties, and, in relation to Notes which are not denominated in Singapore dollars, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts (the "**Additional Amounts**") as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note, Receipt or Coupon:

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

(b) **Presentation more than 30 days after the Relevant Date:** presented (or in respect of which the Certificate representing it is presented), where presentation is required, for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day; or

(c) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other law implementing or complying with, or introduced in order to conform to, such Directive; or

(d) **Payment by another Paying Agent:** (except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or

(e) **Failure to comply with requirements:** which would not be payable or due but for the failure of the holder or beneficial owner of such Note, Receipt or Coupon to comply with any certification, identification or other reporting requirements of Singapore concerning the nationality, residence, identity or other attributes of such holder or beneficial owner required in connection with a claim of eligibility for avoidance or reduction of withholding or deduction of tax under the laws of Singapore, if requested in writing addressed to such holder or beneficial owner by the Issuer to comply with such requirements; or

(f) **Estate, inheritance, gift, sales, transfer or similar taxes:** where such deduction or withholding is imposed in respect of any estate, inheritance, gift, sales, transfer or similar taxes of a relevant holder or beneficial owner of such Note; or

(g) **Fiduciary or partnership or person other than the sole beneficial owner of such payment:** to, or to a third party on behalf of, a holder of such Note, Receipt or Coupon if such holder is a fiduciary or partnership or person other than the sole beneficial owner of such payment to the extent that no deduction or withholding would have been imposed on such payment had such holder been the sole beneficial owner of such Note, Receipt or Coupon, as applicable; or

(h) **Foreign Account Tax Compliance Act:** where such deduction or withholding is imposed or required to be withheld under Sections 1471 to 1474 (or any successor provisions or amendments thereof) of the United States Internal Revenue Code of 1986, as amended, or pursuant to any agreements and any official pronouncements with respect thereto or any inter-governmental agreement or legislation (or rules or practices) adopted in connection therewith ("**FATCA**"); or

(i) any combination of items (a) through (h) above.

As used in these Conditions, "**Relevant Date**" in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any Additional Amounts that may be payable under this Condition or any undertaking given in addition to or in substitution for it under the Singapore Law Trust Deed.

8 Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes, Receipts and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within three years from the appropriate Relevant Date in respect of them.

9 Events of Default

If any of the following events (each an "**Event of Default**") occurs and is continuing, the Trustee at its discretion may, and if so requested in writing by holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall

(subject in each case to its being indemnified and/or secured to its satisfaction), give notice to the Issuer that the Notes are, and they shall immediately become, due and payable at their Early Redemption Amount together (if applicable) with accrued interest:

(a) failure to pay any interest on any of the Notes when due and payable, and continuance of such failure for a period of 14 days; or

(b) failure to pay the Redemption Amount on any of the Notes when due and payable, and continuance of such failure for a period of 14 days; or

(c) failure by the Issuer or the Guarantor to perform any other covenant of the Issuer or the Guarantor and continuance of such failure for a period of 60 days after written notice of such default shall have been given to the Issuer by the Trustee; or

(d) (i) the entry by a court having jurisdiction in the premises of a decree or order for relief in respect of the Issuer or the Guarantor in any voluntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation, winding up (other than a reorganisation or winding up under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency), sequestration or other similar law or (ii) the entry by a court having jurisdiction in the premises of a decree or order adjudging the Issuer or the Guarantor a bankrupt or insolvent, or approving as properly filed a petition seeking reorganisation, arrangement, adjustment or composition of or in respect of the Issuer or the Guarantor under any applicable law (other than any reorganisation, arrangement, adjustment or composition for the purposes of, or in connection with, a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or the Guarantor or ordering the winding up or liquidation of the affairs of the Issuer or the Guarantor (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency), and any such decree or order for relief or any such other decree or order shall not have been discharged or stayed within 60 days; or

(e) commencement by the Issuer or the Guarantor of a voluntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by the Issuer or the Guarantor to the entry of a decree or order for relief in respect of the Issuer or the Guarantor in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Issuer or the Guarantor or the filing by the Issuer or the Guarantor of a petition or answer or consent seeking reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or relief under any such applicable law, or the consent by the Issuer or the Guarantor to the filing of such petition or to the appointment or the taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or the Guarantor, or the making by the Issuer or the Guarantor of an assignment for the benefit of creditors, or the taking of action by the Issuer or the Guarantor in furtherance of any such action; or

(f) the failure by the Issuer or the Guarantor to pay when due and payable, after the expiration of any applicable grace period, any portion of the principal of, or involuntary acceleration of the maturity of, indebtedness for borrowed money of or guaranteed by the Issuer or the Guarantor having an aggregate principal amount outstanding in excess of US$100,000,000 (or its equivalent in another currency); or

(g) the Guarantee ceasing to be in full force or effect or the Guarantor denying or disaffirming in writing its obligations under the Guarantee,

provided that in the case of paragraphs (d) and (e), the Notes shall immediately become, due and payable at their Early Redemption Amount together (if applicable) with accrued interest without any act by the Trustee or the Noteholders.

10 Consolidation, Merger and Sale of Assets and Substitution

Each of the Issuer and the Guarantor has agreed in the Singapore Law Trust Deed that it may not consolidate with or merge into any other Person (as defined below) or permit any other Person to consolidate with or merge into it or directly or indirectly convey, transfer, sell or lease or otherwise dispose of all or substantially all of its property and assets to any Person unless:

(a) any Person formed by such consolidation or into which the Issuer or the Guarantor, as the case may be, is merged or to whom the Issuer or the Guarantor, as the case may be, has conveyed, transferred, sold or leased all or substantially all its properties and assets (the "**Successor Entity**") is a corporation, partnership or trust organised and validly existing under the laws of the jurisdiction where it is organised, and such Successor Entity shall expressly assume by a supplemental trust deed all of the Issuer's or the Guarantor's, as the case may be, obligations under the Notes and the Singapore Law Trust Deed (including any obligation to pay any Additional Amounts as provided in Condition 7);

(b) immediately after giving effect to the transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing;

(c) any such Successor Entity not organised under the laws of the Republic of Singapore shall expressly agree by a supplemental trust deed that all payments pursuant to the Notes or the Guarantee, as the case may be, in respect of principal of and premium and interest on the Notes shall be made without deduction or withholding for or on account of, any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the jurisdiction of organisation or tax residency of such Successor Entity or any political subdivision or taxing authority thereof or therein, unless such taxes, duties, assessments or governmental charges are required by such jurisdiction or any such subdivision or authority to be withheld or deducted, in which case such Successor Entity will, in relation to Notes which are not denominated in Singapore dollars, pay such additional amounts of, or in respect of the principal of and premium and interest on such Notes ("**Successor Additional Amounts**") as will result (after deduction of such taxes, duties, assessments or governmental charges and any additional taxes, duties, assessments or governmental charges payable in respect of such) in the payment to the holders of such Notes of the amounts which would have been payable in respect of such Notes had no such withholding or deduction been required, subject to the same exceptions as apply with respect to the payment by the Issuer or the Guarantor, as the case may be, of Additional Amounts in respect of the Notes (inserting references to the taxing jurisdiction where appropriate), and provided that such Successor Entity shall not have the right to redeem the Notes pursuant to Condition 5(c) in respect of such Successor Additional Amounts unless (A) the obligation to pay such Successor Additional Amounts arises as a result of any change in, or amendment to, the laws or regulations of such Successor Entity's jurisdiction of organisation or any political subdivision or taxing authority thereof or therein, or any change in the general application or official or general interpretation of such laws or regulations, which change or amendment is proposed and becomes effective after the date such Successor Entity assumes the obligations of the Issuer or the Guarantor, as the case may be, under the Singapore Law Trust Deed and the Notes, (B) such obligation to pay Successor Additional Amounts cannot be avoided by such Successor Entity taking reasonable measures available to it and (C) all other requirements contained in the Singapore Law Trust Deed relating to the redemption of the Notes shall have been satisfied; and

(d) the Issuer or such Successor Entity shall have delivered to the Trustee an officers' certificate and opinion of counsel, each stating that such transaction and such supplemental trust deed comply with this Condition 10 and that all conditions precedent provided for in this Condition 10 relating to such transaction have been complied with.

The Issuer and the Guarantor have agreed in the Singapore Law Trust Deed that upon any consolidation by the Issuer or the Guarantor with or merger or amalgamation by the Issuer or the Guarantor into any other entity, in each case, where the Issuer or the Guarantor, as the case may be, is not the surviving or resulting entity, or any conveyance, transfer, sale, assignment or lease, in one transaction or a series of transactions, directly or indirectly, of all or

substantially all of the assets of the Issuer or the Guarantor, or any declaration by the Issuer that it acts as a trustee of all or substantially all of its assets for any Person, in each case in compliance with this Condition 10, the Successor Entity formed by such transaction or declaration shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer or the Guarantor, as the case may be, under the Singapore Law Trust Deed with the same effect as if such successor Person had been named as the Issuer therein, and the Issuer (which term shall for this purpose mean the Person named as the "Issuer" or the "Guarantor", as the case may be, in the first paragraph of the Singapore Law Trust Deed or any successor Person which shall theretofore become such in the manner described in this Condition to the extent that there exists a subsequent successor Person who shall substitute therefor in accordance with this Condition 10), except in the case of a lease, shall be discharged of all obligations and covenants under the Singapore Law Trust Deed and the Notes and may be dissolved and liquidated.

In this Condition 10, "**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation or government or any agency or political subdivision thereof.

11 Meetings of Noteholders, Modification and Waiver

(a) **Meetings of Noteholders:** The Singapore Law Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Singapore Law Trust Deed) of a modification of any of these Conditions or any provisions of the Singapore Law Trust Deed. If the Trustee receives a written request by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding and is indemnified and/or secured to its satisfaction against all costs and expenses, the Trustee shall convene a meeting of the Noteholders. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown in the relevant Pricing Supplement, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to take any steps that as specified in the relevant Pricing Supplement may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution or (ix) to modify or cancel the Guarantee, in which case the necessary quorum at the meeting or any adjourned meeting shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Pricing Supplement in relation to such Series.

(b) **Modification of the Singapore Law Trust Deed:** The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the Singapore Law Trust Deed that is of a formal, minor or technical nature

or is made to correct a manifest error or that is otherwise permitted by the Singapore Law Trust Deed, and (ii) any other modification (except as mentioned in the Singapore Law Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Singapore Law Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. In addition, the Trustee shall be obliged to concur with the Issuer and the Guarantor in effecting any Benchmark Amendments in the circumstances (but subject to the limitations and exemptions) set out in these Conditions without the consent of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, such modification shall be notified to the Noteholders as soon as practicable.

The consent or approval of the Noteholders or Couponholders shall not be required in the case of amendments to the Conditions pursuant to Condition 4(l) to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 4(l), where the requirements of Condition 4(l) have been satisfied (including the provision of a certificate to the Trustee, where applicable).

(c) **Entitlement of the Trustee:** In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require from the Issuer nor shall any Noteholder or Couponholder be entitled to claim from the Issuer or the Trustee, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

12 Enforcement

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the terms of the Singapore Law Trust Deed, the Notes, the Receipts and the Coupons, but it need not take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-quarter in nominal amount of the Notes outstanding, and (b) it shall have been indemnified and/or secured to its satisfaction. No Noteholder, Receiptholder or Couponholder may proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

13 Indemnification of the Trustee

The Singapore Law Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor and any entity related to the Issuer or the Guarantor without accounting for any profit.

14 Replacement of Notes, Certificates, Receipts, Coupons and Talons

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer or Agent may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

15 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes. Any further securities forming a single series with the outstanding securities of any series (including the Notes) constituted by the Singapore Law Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by the Singapore Law Trust Deed. The Singapore Law Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities of other series where the Trustee so decides. The consolidation of any additional Bearer Notes issued under the TEFRA "D" rules into a series of previously issued Bearer Notes with the same Common Code or ISIN can occur only upon (i) exchange of interests in a Temporary Global Note for interests in a permanent Global Note or Definitive Bearer Notes and (ii) certification of non-U.S. beneficial ownership in accordance with U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(3) or any successor regulation for purposes of Section 4701 of the United States Internal Revenue Code.

Any further issuances could have adverse tax consequences to U.S. Noteholders which may affect the market value of the Notes as discussed under "Certain tax considerations — United States federal income taxation — Original issue discount — Fungible issue" in the current offering circular relating to the Program.

16 Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in Singapore (which is expected to be the Business Times). If in the opinion of the Trustee any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Singapore. Notwithstanding the foregoing, so long as the Notes are listed on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**"), notices to the holders of the Notes will be valid if published on the website of the SGX-ST (https://www.sgx.com). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which such publication is made, in such newspaper or on the website of the SGX-ST as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

*Until such time as any Definitive Notes or Definitive Certificates are issued, there may, so long as the Global Note(s) is or are held in its or their entirety on behalf of Euroclear, Clearstream and/or The Central Depository (Pte) Limited (the "**Depository**") or, as the case may be, the Global Certificate is or are issued in the name of a common depositary for Euroclear and Clearstream and/or the Depository, be substituted for such publication in such newspapers the delivery of the relevant notice to Euroclear, Clearstream and/or the Depository for communication by it to the Noteholders, except that if the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, notice will in any event be published in accordance with the previous paragraphs.*

Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to Euroclear, Clearstream and/or the Depository.

Notwithstanding the other provisions of this Condition, in any case where the identity and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

17 Contracts (Rights of Third Parties) Act

No person shall have the right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 2001 of Singapore.

18 Governing Law and Jurisdiction

(a) **Governing Law:** The Singapore Law Trust Deed, the Notes, the Receipts, the Coupons, the Talons and the Guarantee are governed by, and shall be construed in accordance with, Singapore law.

(b) **Jurisdiction:** The courts of Singapore are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Receipts, Coupons or Talons or the Guarantee and accordingly any legal action or proceedings arising out of or in connection with any Notes, Receipts, Coupons or Talons or the Guarantee may be brought in such courts.

Terms and conditions of the Notes governed by English law

*The following is the text of the terms and conditions (the "**Conditions**") of the Notes governed by English law that, save for the words in italics and, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) or Global Certificate(s) representing each Series. Either (i) the full text of these Conditions together with the relevant provisions of the Pricing Supplement or (ii) these Conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the Pricing Supplement. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to "**Notes**" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

The Notes are constituted by a second amended and restated English Law Trust Deed dated 18 July 2022 (as may be further amended or supplemented as at the date of issue of the Notes (the "**Issue Date**"), the "**English Law Trust Deed**") among Temasek Financial (I) Limited (the "**Issuer**"), Temasek Holdings (Private) Limited (the "**Guarantor**") and DB Trustees (Hong Kong) Limited (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the English Law Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the English Law Trust Deed, which includes the form of the Bearer Notes, Certificates, Receipts, Coupons and Talons referred to below. An Agency Agreement dated 3 February 2010, as amended and supplemented by the first supplemental agency agreement dated 9 July 2012 (the **"Original Agency Agreement**") was entered into in relation to the Notes among the Issuer, the Guarantor, the Trustee, Deutsche Bank Luxembourg S.A. as registrar, Deutsche Bank AG, Hong Kong Branch and Deutsche Bank AG, Singapore Branch as initial issuing and paying agent and the other agents named in it. The Issuer and the Guarantor terminated the appointments of the initial registrar, issuing and paying agent and the other agents named in it pursuant to a notice of termination dated 26 June 2020 and appointed Citibank, N.A., London Branch as registrar and Citibank, N.A., London Branch and Citicorp Investment Bank (Singapore) Limited as issuing and paying agent and the other agents named in it pursuant to a letter of appointment dated 26 June 2020 (the Original Agency Agreement as amended by such notice of termination and letter of appointment and as may be further amended or supplemented as at the Issue Date, the "**Agency Agreement**"). The issuing and paying agent, the other paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below collectively as the "**Agents**" and respectively as the "**Issuing and Paying Agent**", the "**Paying Agents**" (which expression shall include the Issuing and Paying Agent), the "**Registrar**", the "**Transfer Agents**" (which expression shall include the Registrar) and the "**Calculation Agent(s)**". Copies of the English Law Trust Deed, any Supplemental English Law Trust Deed (as defined below), the Agency Agreement and any Supplemental Agency Agreement (as defined below) are available for inspection free of charge during usual business hours at the specified offices of the Paying Agents and the Transfer Agents.

The Noteholders, the holders of the interest coupons (the "**Coupons**") relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") and the holders of the receipts for the payment of instalments of principal (the "**Receipts**") relating to Notes in bearer form of which the principal is payable in instalments are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the English Law Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

As used in these Conditions, "**Tranche**" means Notes which are identical in all respects.

1. Form, Denomination and Title

The Notes are issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**"), in each case in the Specified Denomination(s) shown in the relevant Pricing Supplement. The Issuer may, without the consent of the Trustee, the Noteholders or the Couponholders, at any time after any issue of the Notes, (i) reduce the denomination of such

Notes into smaller divisible amounts and/or (ii) remove or reduce the minimum denomination requirement in respect of such Notes; and notwithstanding Condition 11 and Clause 15 of the English Law Trust Deed and all other provisions in these Conditions and the English Law Trust Deed, the Issuer may, without the consent of the Trustee, the Noteholders or the Couponholders, make any and all modifications to these Conditions and the English Law Trust Deed it deems necessary or appropriate to implement the foregoing and the Trustee shall, upon request of the Issuer, consent to all such modifications. Any such reduction, removal or modification shall be binding on all Noteholders and all Couponholders and, if the Trustee so requires, shall be notified to the Noteholders as soon as practicable. Notes in bearer form may be issued pursuant to a supplemental trust deed that provides for the issuance of bearer notes and shall be in a form agreed between the Issuer, the Guarantor and the Trustee and in compliance with United States tax and other laws.

All Registered Notes shall have the same Specified Denomination. Unless otherwise permitted by applicable law, Notes which have a maturity of less than one year and 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 of the Financial Services and Markets Act 2000, as amended (the "FSMA") will have a minimum denomination of £100,000 (or its equivalent in other currencies). Subject to the right of the Issuer to re-denominate and/or remove the minimum denomination in Condition 1, Notes will be (unless otherwise specified in the relevant Pricing Supplement) issued in minimum denominations of US$200,000 (or its equivalent in another currency) and integral multiples of US$1,000 (or its equivalent in another currency) in excess thereof, subject to compliance with all legal and/or regulatory requirements applicable to the relevant currency. Notes which are listed on SGX-ST will be traded on the SGX-ST in a minimum board lot size of S$200,000 (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time.

This Note is a Fixed Rate Note, a Floating Rate Note, a Variable Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, an Instalment Note, a Dual Currency Note or a Partly Paid Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown in the relevant Pricing Supplement.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Notes that do not bear interest in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Any Bearer Note the principal amount of which is redeemable in instalments is issued with one or more Receipts attached.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(b), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "**Noteholder**" means the bearer of any Bearer Note and the Receipts relating to it or the person in whose name a Registered Note is registered (as the case may be), "**holder**" (in relation to a Note, Receipt, Coupon or Talon) means the bearer of any Bearer Note, Receipt, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them in the relevant Pricing Supplement, the absence of any such meaning indicating that such term is not applicable to the Notes.

For so long as any of the Notes is represented by (i) a Global Note and such Global Note is held by The Depository Trust Company ("**DTC**"), a common depositary for Euroclear Bank SA/NV

("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream**") and/or The Central Depository (Pte) Limited (the "**Depository**") or (ii) a Global Certificate and such Global Certificate is issued in the name of DTC, a common depositary for Euroclear and Clearstream and/or the Depository, each person who is for the time being shown in the records of DTC, Euroclear, Clearstream and/or the Depository as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by DTC, Euroclear, Clearstream and/or the Depository as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Guarantor, the Issuing and Paying Agent, the Registrar, all other agents of the Issuer, the Guarantor and the Trustee as the holder of such principal amount of Notes other than with respect to the payment of principal, interest and any other amounts in respect of the Notes, for which purpose the bearer of the Global Note or, as the case may be, the registered holder of the Global Certificate shall be treated by the Issuer, the Issuing and Paying Agent, the Registrar, all other agents of the Issuer and the Trustee as the holder of such Notes in accordance with and subject to the terms of the Global Note or, as the case may be, the Global Certificate (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly). Notes which are represented by the Global Note or, as the case may be, the Global Certificate will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear, Clearstream and/or the Depository.

In relation to each Series to be issued pursuant to Rule 144A of the Securities Act and in reliance on the exemption provided by Section 3(c)(7) under the U.S. Investment Company Act of 1940, as amended, the Issuer and the Guarantor will enter into a supplemental trust deed with the Trustee (a "**Supplemental English Law Trust Deed**") and a supplemental agency agreement with the Trustee and the Agents (a "**Supplemental Agency Agreement**"), each in a form to be agreed among the parties thereto to provide for additional terms and conditions applicable to such Series. The Notes of such Series will be constituted by the English Law Trust Deed as amended and supplemented by the relevant Supplemental English Law Trust Deed. In relation to any such Series, references to the English Law Trust Deed shall mean the English Law Trust Deed as amended and supplemented by the relevant Supplemental English Law Trust Deed and references to the Agency Agreement shall mean the Agency Agreement as amended and supplemented by the relevant Supplemental Agency Agreement.

2. Transfers of Registered Notes

(a) **Transfer of Registered Notes**.

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.

(b) **Exercise of Options or Partial Redemption in Respect of Registered Notes**.

In the case of an exercise of an Issuer's or Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a

person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(c) **Delivery of New Certificates**.

Each new Certificate to be issued pursuant to Conditions 2(a) or (b) shall be available for delivery within five business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined below) or Purchase Notice (as defined below) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such request for exchange, form of transfer, Exercise Notice, Purchase Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant request for exchange, form of transfer, Exercise Notice, Purchase Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(c), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(d) **Exchange Free of Charge**.

Exchange and transfer of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).

(e) **Closed Periods**.

No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Note, (ii) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 5(d), (iii) after any such Note has been called for redemption or (iv) during the period of 15 days ending on (and including) any date on which payment is due.

3. Guarantee and Status

(a) **Guarantee**.

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums expressed to be payable by the Issuer under the English Law Trust Deed, the Notes, the Receipts and the Coupons. Its obligations in that respect (the "**Guarantee**") are contained in the English Law Trust Deed.

(b) **Status of Notes and Guarantee**.

The Notes and the Receipts and Coupons constitute direct, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves and at least *pari passu* with all other existing and future unsecured and unsubordinated obligations of the Issuer, other than with respect to obligations which may be preferred by law or rank senior by operation of law. The Guarantee (as defined in the English Law Trust Deed) will constitute a direct, unconditional, unsecured and unsubordinated obligation of the Guarantor and will rank at least *pari passu* with all existing and future, unsecured and unsubordinated obligations of the Guarantor (other than with respect to obligations which may be preferred by law or rank senior by operation of law) and senior to all existing and future subordinated obligations of the Guarantor.

4. Interest and other Calculations

(a) **Interest on Fixed Rate Notes**.

Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the

Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(i).

(b) **Interest on Floating Rate Notes, Index Linked Interest Notes and Variable Rate Notes**.

(i) *Interest Payment Dates.*

Each Floating Rate Note, Index Linked Interest Note and Variable Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(i). Such Interest Payment Date(s) is/are either shown in the relevant Pricing Supplement as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Pricing Supplement, "**Interest Payment Date**" shall mean each date which falls the number of months or other period shown in the relevant Pricing Supplement as the Interest Accrual Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date, provided that the Agreed Yield (as defined in Condition 4(b)(v)(A)) in respect of any Variable Rate Note for any Interest Accrual Period (as defined below) shall be payable on the first day of that Interest Accrual Period.

(ii) *Business Day Convention.*

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for Floating Rate Notes.*

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Pricing Supplement and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Pricing Supplement.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any). For the purposes of this sub-paragraph (A), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a swap transaction under the terms of an agreement incorporating the applicable ISDA Definitions and under which:

(1) the Floating Rate Option is as specified in the relevant Pricing Supplement;

(2) the Designated Maturity is a period specified in the relevant Pricing Supplement;

(3) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Pricing Supplement;

(4) if the specified Floating Rate Option is an Overnight Floating Rate Option, Compounding is specified to be applicable in the relevant Pricing Supplement and:

(a) Compounding with Lookback is specified as the Compounding Method in the relevant Pricing Supplement, Lookback is the number of Applicable Business Days specified in the relevant Pricing Supplement;

(b) Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Pricing Supplement, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement, and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; or;

(c) Compounding with Lockout is specified as the Compounding Method in the relevant Pricing Supplement, (a) Lockout is the number of Lockout Period Business Days specified in the relevant Pricing Supplement, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;

(5) if the specified Floating Rate Option is an Overnight Floating Rate Option, Averaging is specified to be applicable in the relevant Pricing Supplement and:

(a) Averaging with Lookback is specified as the Averaging Method in the relevant Pricing Supplement, Lookback is the number of Applicable Business Days as specified in the relevant Pricing Supplement;

(b) Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Pricing Supplement, (a) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement, and (b) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; or

(c) Averaging with Lockout is specified as the Averaging Method in the relevant Pricing Supplement, (a) Lockout is the number of Lockout Period Business Days in the relevant Pricing Supplement, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;

(6) if the specified Floating Rate Option is an Index Floating Rate Option and Index Provisions are specified to be applicable in the relevant Pricing Supplement, the Compounded Index Method with Observation Period Shift shall be applicable and (i) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Pricing Supplement and (ii) Observation Period Shift Additional Business Days, if applicable, are the days specified in the relevant Pricing Supplement; and

(7) in connection with any Compounding Method, Averaging Method or Index Method specified in the relevant Pricing Supplement, references in the applicable ISDA Definitions to:

(a) "Confirmation" shall be references to the relevant Pricing Supplement;

(b) "Calculation Period" shall be references to the relevant Interest Accrual Period;

(c) "Termination Date" shall be references to the end date of the final Interest Accrual Period; and

(d) "Effective Date" shall be references to the Interest Commencement Date.

If the relevant Pricing Supplement specifies "2021 ISDA Definitions" as the applicable ISDA Definitions:

a. "Administrator/Benchmark Event" shall be disapplied; and

b. if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

For the purposes of this sub-paragraph (A), (i) "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity", and "Reset Date" have the meanings given to those terms in the applicable ISDA Definitions, and (ii) "Overnight Floating Rate Option", "Compounding with Lookback", "Compounding with Observation Period Shift", "Compounding with Lockout", "Applicable Business Days", "Observation Period Shift Business Days", "Observation Period Shift Additional Business Days", "Lockout Period Business Days", "Index Floating Rate Option" and "Compounded Index Method with Observation Period Shift" have the meanings given to those terms in the 2021 ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes where the method of Screen Rate Determination in the relevant Pricing Supplement is specified as "Applicable – Term Rate":

(1) if "Applicable – Term Rate" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(a) the offered quotation; or

(b) the arithmetic mean 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 at the Relevant Time on the Interest Determination Date in question plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

(2) if the Relevant Screen Page is not available, or, if Condition 4(b)(iii)(B)(1)(a) applies and no such offered quotation appears on the

Relevant Screen Page, or, if Condition 4(b)(iii)(B)(1)(b) applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the Relevant Time, subject as provided below, the Calculation Agent shall request the principal Relevant Financial Centre office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(3) if paragraph (2) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at the Relevant Time on the relevant Interest Determination Date, for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Relevant Financial Centre interbank market or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Relevant Financial Centre interbank market provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Spread (as specified in the relevant Pricing Supplement) or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Spread or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) Screen Rate Determination for Floating Rate Notes where the method of Screen Rate Determination in the relevant Pricing Supplement is specified as "Applicable – SOFR Benchmark":

If "Applicable – SOFR Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to Condition 4(l) and as provided below, be equal to the relevant SOFR Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. The "**SOFR Benchmark**" will be determined based on Simple SOFR Average, Compounded Daily SOFR or Compounded SOFR Index, as follows (subject in each case to Condition 4(l)):

(1) If Simple SOFR Average ("**Simple SOFR Average**") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each

Interest Accrual Period shall be the arithmetic mean of the SOFR reference rates for each day during the period, as calculated by the Calculation Agent, and where, if applicable and as specified in the relevant Pricing Supplement, the SOFR reference 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) the Interest Period Date.

(2) If Compounded Daily SOFR ("**Compounded Daily SOFR**") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Interest Accrual Period (where SOFR Observation Lag, SOFR Payment Delay or SOFR Lockout is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent in accordance with one of the formulas referenced below depending upon which is specified as applicable in the relevant Pricing Supplement:

(a) SOFR Observation Lag:

$$\left(\prod_{i=1}^{d_o}\left(1+\frac{SOFR_{i\,-\times USBD}\ \times\ n_i}{360}\right)-1\right)\times\frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFRi-xUSBD**", for any U.S. Government Securities Business Day "*i*" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day "*i*";

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

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

"$\boldsymbol{d_o}$", for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

"***i***" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "*i*"**"); and

"$\boldsymbol{n_i}$", for any U.S. Government Securities Business Day "*i*" in the relevant Interest Accrual Period, means the number of calendar days from (and including) such U.S. Government Securities Business Day "*i*" up to (but excluding) the following U.S. Government Securities Business Day.

(b) SOFR Observation Shift:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**$SOFR_i$**", for any U.S. Government Securities Business Day "*i*" in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day "*i*";

"**SOFR Observation Period**" means, in respect of each Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

"**SOFR Observation Shift Days**" means the number of U.S. Government Securities Business Days as specified in the relevant Pricing Supplement;

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

"**d_o**" means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

"***i***" means a series of whole numbers ascending from one to d_o, representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a "**U.S. Government Securities Business Day "*i*"**"); and

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

(c) SOFR Payment Delay:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**$SOFR_i$**", for any U.S. Government Securities Business Day "*i*" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day "*i*";

"**Interest Payment Date**" shall be the number of Interest Payment Delay Days following each Interest Period Date; provided that the Interest Payment Date with respect to the final Interest Accrual Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the relevant Optional Redemption Date;

"**Interest Payment Delay Days**" means the number of U.S. Government Securities Business Days as specified in the relevant Pricing Supplement;

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

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

"***i***" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "*i*"**"); and

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

For the purposes of calculating Compounded Daily SOFR with respect to the final Interest Accrual Period where SOFR Payment Delay is specified in the relevant Pricing Supplement, the SOFR reference rate 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 the relevant Optional Redemption Date, as applicable, shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(d) SOFR Lockout:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFR$_i$**", for any U.S. Government Securities Business Day "*i*" in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day "*i*", except that the SOFR for any U.S. Government Securities Business Day "*i*" in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Period Date for such Interest Accrual Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

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

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

"***i***" means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government

Securities Business Day in the relevant Interest Accrual Period (each a "**U.S. Government Securities Business Day "*i*"**"); and

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

(3) If Compounded SOFR Index ("**Compounded SOFR Index**") is specified as applicable in the relevant Pricing Supplement, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent as follows:

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

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded upwards) and where:

"**SOFR Index**" means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator's Website or any data distributor or re-distributor partner (such as Bloomberg and Refinitiv) at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

(a) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the "Compounded SOFR Index" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SOFR formula described above in Condition 4(b)(iii)(C)(2)(b) "SOFR Observation Shift", and the term "SOFR Observation Shift Days" shall mean five U.S. Government Securities Business Days; or

(b) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(l)(i) or 4(l)(ii) shall apply as specified in the relevant Pricing Supplement;

"**SOFR Index$_{End}$**" means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement prior to the Interest Period Date for such Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date);

"**SOFR Index$_{Start}$**" means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Pricing Supplement prior to the first day of the relevant Interest Accrual Period;

"**SOFR Index Determination Time**" means, in relation to any U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

"**SOFR Observation Period**" means, in respect of each Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

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

"d_c" means the number of calendar days in the applicable SOFR Observation Period.

(4) If Term SOFR ("**Term SOFR**") is specified in the relevant Pricing Supplement as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be equal to the Term SOFR Rate as specified in the relevant Pricing Supplement that is published by the Term SOFR Administrator on the Term SOFR Administrator's Website at the Relevant Time on the Interest Determination Date in question as determined by the Calculation Agent after giving effect to the Term SOFR Conventions.

(D) Screen Rate Determination for Floating Rate Notes where the method of Screen Rate Determination in the relevant Pricing Supplement is specified as "Applicable – SONIA Benchmark"

If "Applicable – SONIA Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to Condition 4(l) and as provided below, be equal to the relevant SONIA Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. The "**SONIA Benchmark**" will be determined based on SONIA Compounded Index Rate or SONIA Compounded Daily Reference Rate, as follows (subject in each case to Condition 4(l)):

(1) If SONIA Compounded Index Rate (as defined below) is specified in the relevant Pricing Supplement as the manner in which the SONIA Benchmark will be determined, the SONIA Benchmark for each Interest Accrual Period shall be the SONIA Compounded Index Rate as follows, plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any):

"**SONIA Compounded Index Rate**" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

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

provided, however, that and subject to Condition 4(l), if the SONIA Compounded Index Value is not available in relation to any Interest Accrual Period on the Relevant Screen Page for the determination of either or both of SONIA Compounded $Index_{START}$ and SONIA Compounded $Index_{END}$, the Rate of Interest shall be calculated for

such Interest Accrual Period on the basis of the SONIA Compounded Daily Reference Rate as set out in Condition 4(b)(iii)(D)(2) as if SONIA Compounded Daily Reference Rate with Observation Shift had been specified in the relevant Pricing Supplement and the "Relevant Screen Page" shall be deemed to be the "Relevant Fallback Screen Page" as specified in the relevant Pricing Supplement,

where:

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

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

"**Observation Period**" means, in respect of an Interest Accrual Period, the period from (and including) the date falling "*p*" London Business Days prior to the first day of such Interest Accrual Period (and the first Observation Period shall begin on and include the date which is "*p*" London Business Days prior to the Issue Date) and ending on (but excluding) the date which is "*p*" London Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling "*p*" London Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"***p***" means, for any Interest Accrual Period, the whole number specified in the relevant Pricing Supplement (or, if no such number is so specified, five London Business Days) representing a number of London Business Days;

"**SONIA Compounded Index**" means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof);

"**SONIA Compounded Index$_{END}$**" means the SONIA Compounded Index Value on the date falling "*p*" London Business Days prior to (i) in respect of an Interest Accrual Period, the Interest Payment Date for such Interest Accrual Period, or (ii) if the Notes become due and payable prior to the end of an Interest Accrual Period, the date on which the Notes become so due and payable;

"**SONIA Compounded Index$_{START}$**" means, in respect of an Interest Accrual Period, the SONIA Compounded Index Value on the date falling "*p*" London Business Days prior to (i) the first day of such Interest Accrual Period, or (ii) in the case of the first Interest Accrual Period, the Issue Date; and

"**SONIA Compounded Index Value**" means, in relation to any London Business Day, the value of the SONIA Compounded Index as published by authorised distributors on the Relevant Screen Page on such London Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised distributors, as published on the Bank of England's Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on such London Business Day.

(2) If SONIA Compounded Daily Reference Rate (as defined below) is specified in the relevant Pricing Supplement as the manner in which the SONIA Benchmark will be determined, the SONIA Benchmark for each Interest Accrual Period shall be the SONIA Compounded Daily

Reference Rate as follows, plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any):

"**SONIA Compounded Daily Reference Rate**" means, in respect of an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

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

Where:

"**London Business Day**", "**Observation Period**" and "***p***" have the meanings set out under Condition 4(b)(iii)(D)(1);

"***d***" is the number of calendar days in the relevant:

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

"$\boldsymbol{d_o}$" is the number of London Business Days in the relevant:

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

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

(i) Observation Period where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) Interest Accrual Period where Lag is specified in the relevant Pricing Supplement;

"$\boldsymbol{n_i}$", for any London Business Day "*i*" in the relevant Interest Accrual Period, means the number of calendar days from and including such London Business Day "*i*" up to but excluding the following London Business Day;

"**SONIA$_{\mathrm{i}}$**" means, in relation to any London Business Day the SONIA reference rate in respect of:

(i) that London Business Day "*i*" where Observation Shift is specified in the relevant Pricing Supplement; or

(ii) the London Business Day (being a London Business Day falling in the relevant Observation Period) falling "*p*" London Business Days prior to the relevant London Business Day "*i*" where Lag is specified in the relevant Pricing Supplement; and

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

as published by authorised distributors on such London Business Day or, if SONIA cannot be obtained from such authorised distributors, as published on the Bank of England's Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA reference rate).

(3) Subject to Condition 4(l), where SONIA is specified as the Reference Rate in the relevant Pricing Supplement and either (i) SONIA Compounded Daily Reference Rate is specified in the relevant Pricing Supplement, or (ii) the SONIA Compounded Index Rate is specified in the relevant Pricing Supplement and Condition 4(b)(iii)(D)(1) applies, if, in respect of any London Business Day, the SONIA reference rate is not available on the Relevant Screen Page or Relevant Fallback Screen Page as applicable, (or as otherwise provided in the relevant definition thereof), such Reference Rate shall be:

(i) the Bank of England's Bank Rate (the "Bank Rate") prevailing at close of business on the relevant London Business Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five days on 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 lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

(ii) if such Bank Rate is not available, the SONIA reference rate published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof) for the first preceding London Business Day on which the SONIA reference rate was published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof), and

in each case, $SONIA_i$ shall be interpreted accordingly.

(4) Notwithstanding the paragraph above, and without prejudice to Condition 4(l), in the event the Bank of England publishes guidance as to:

(i) how the SONIA reference rate is to be determined; or

(ii) any rate that is to replace the SONIA reference rate,

the Calculation Agent shall, to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA reference rate for the purpose of the relevant Series of Notes for so long as the SONIA reference rate is not available or has not been published by the authorised distributors.

(5) If the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Spread or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of

Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

(6) If the Notes become due and payable in accordance with the Conditions, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable SONIA Benchmark formula) and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

(E) Screen Rate Determination for Floating Rate Notes where the method of Screen Rate Determination in the relevant Pricing Supplement is specified as "Applicable – SORA Benchmark" ("**SORA Notes**")

If "Applicable – SORA Benchmark" is specified as the method of Screen Rate Determination in the relevant Pricing Supplement, the Rate of Interest for each Interest Accrual Period will, subject to Condition 4(l)(iii) and as provided below, be equal to the relevant SORA Benchmark plus or minus (as indicated in the relevant Pricing Supplement) the Spread (if any), all as determined by the Calculation Agent on the relevant Interest Determination Date. The "**SORA Benchmark**" will be determined based on Compounded Daily SORA or SORA Index Average, as follows (subject in each case to Condition 4(l)(iii)):

(1) If Compounded Daily SORA ("**Compounded Daily SORA**") is specified in the relevant Pricing Supplement, the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period (where Lockout or Payment Delay is specified in the relevant Pricing Supplement to determine Compounded Daily SORA) or Observation Period (where Lookback or Backward Shifted Observation Period is specified in the relevant Pricing Supplement to determine Compounded Daily SORA).

The Calculation Agent will on the relevant Interest Determination Date in respect of each Interest Accrual Period, determine the Compounded Daily SORA in accordance with one of the formulas referenced below, depending upon which is specified in the relevant Pricing Supplement:

(a) where Lockout is specified in the relevant Pricing Supplement:

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

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

where:

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

"d_o", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"***i***", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Determination Date**" means the Singapore Business Day immediately following the SORA Rate Cut-Off Date, unless otherwise specified in the relevant Pricing Supplement;

"n_i", for any Singapore Business Day "*i*" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"***p***" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

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

"$\mathbf{SORA}_i$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Accrual Period:

(i) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

(ii) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "$\mathbf{Suspension\ Period\ SORA}_i$") (such first day of the Suspension Period coinciding with the SORA Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period $SORA_i$ shall apply to each day falling in the relevant Suspension Period;

"**SORA Rate Cut-Off Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

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

"**Suspension Period**" means, in relation to any Interest Accrual Period, the period from (and including) the date falling "p" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Accrual Period (such Singapore Business Day coinciding with the SORA Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Accrual Period.

(b) Where Lookback is specified in the relevant Pricing Supplement:

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

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

where:

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

"d_o", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"***i***", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"n_i", for any Singapore Business Day "*i*" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Interest Accrual Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date)

and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"***p***" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

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

"**$SORA_{i\ -\ x\ SBD}$**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "p" Singapore Business Days prior to the relevant Singapore Business Day "*i*".

(c) Where Backward Shifted Observation Period is specified in the relevant Pricing Supplement:

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

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

where:

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

"***d_o***", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Observation Period;

"***i***", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one

Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"***n_i***", for any Singapore Business Day "*i*" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

"***p***" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

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

"**$SORA_i$**" means, in respect of any Singapore Business Day "*i*" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day "*i*".

(d) Where Payment Delay is specified in the relevant Pricing Supplement:

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

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

where:

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

"d_o", for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

"*i*", for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to the last Singapore Business Day in such Interest Accrual Period;

"**Interest Accrual Period End Date**" means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Interest Accrual Period, unless otherwise specified in the relevant Pricing Supplement and provided that the Interest Determination Date with respect to the final Interest Accrual Period will be the date falling one Singapore Business Day after the SORA Rate Cut-Off Date unless otherwise specified in the relevant Pricing Supplement;

"**Interest Payment Date**" shall be the date falling the number of Singapore Business Days equal to the Interest Payment Delay following each Interest Accrual Period End Date; provided that (i) the Interest Payment Date with respect to the Interest Accrual Period ending on the Maturity Date will be the Maturity Date, or (ii) if the Issuer elects to redeem the SORA Notes prior to the Maturity Date, the redemption date;

"**Interest Payment Delay**" means the number of Singapore Business Days as specified in the relevant Pricing Supplement;

"n_i", for any Singapore Business Day "*i*" in the relevant Interest Accrual Period, is the number of calendar days from and including such Singapore Business Day "*i*" up to but excluding the following Singapore Business Day;

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

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

"$\mathbf{SORA}_i$" means, in respect of any Singapore Business Day "*i*" falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of that Singapore Business Day "*i*"; and

"**SORA Rate Cut-Off Date**" means the date that is the number of Singapore Business Days as specified in the relevant Pricing Supplement prior to the end of the Maturity

Date or the relevant redemption date, as applicable, as specified in the relevant Pricing Supplement.

For the purposes of calculating Compounded Daily SORA with respect to the final Interest Accrual Period ending on the Maturity Date or the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant redemption date, as applicable, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(2) For each Floating Rate Note where the Reference Rate is specified as being SORA Index Average ("**SORA Index Average**"), the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date as follows:

$$\left(\frac{SORA\ Index_{End}}{SORA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d_c}\right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001 per cent.), with 0.00005 per cent. being rounded upwards, where:

"$\boldsymbol{d_c}$" means the number of calendar days from (and including) the SORA $Index_{Start}$ to (but excluding) the SORA $Index_{End}$;

"**Interest Accrual Period End Date**" means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement;

"*p*" means the number of Singapore Business Days specified in the relevant Pricing Supplement;

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

"**SORA Index**" means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at https://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

(i) if a Benchmark Event (SORA) has not occurred, the "SORA Index Average" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SORA formula described above in Condition 4(b)(iii)(E)(1)(c) and "p" shall be as set out in the relevant Pricing Supplement; or

(ii) if a Benchmark Event (SORA) has occurred, the provisions set forth in Condition 4(l)(iii) shall apply;

"**SORA Index$_{End}$**" means the SORA Index value on the Singapore Business Day falling "*p*" Singapore Business Days preceding the Interest Accrual Period End Date relating to such Interest Accrual Period;

"**SORA Index$_{Start}$**" means the SORA Index value on the Singapore Business Day falling "*p*" Singapore Business Days preceding the first date of the relevant Interest Accrual Period; and

"**SORA Index Determination Time**" means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

(3) If, subject to Condition 4(l)(iii), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such Singapore Business Day "*i*", SORA in respect of such Singapore Business Day "*i*" has not been published and a Benchmark Event (SORA) (as defined in Condition 4(l)(iii)(7)) has not occurred, then SORA for that Singapore Business Day "*i*" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, subject to Condition 4(l)(iii), the Rate of Interest shall be:

(i) that determined as at the last preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date (though substituting, where a different Spread or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the relevant Pricing Supplement) relating to the relevant Interest Accrual Period in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or

(ii) if there is no such preceding Interest Determination Date or, as the case may be, SORA Rate Cut-Off Date, the initial Rate of Interest which would have been applicable to such Series of SORA Notes for the first Interest Accrual Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

If the relevant Series of SORA Notes become due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable Compounded Daily SORA Benchmark formula) and the Rate of Interest on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date.

(iv) *Rate of Interest for Index Linked Interest Notes.*

The Rate of Interest in respect of Index Linked Interest Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Pricing Supplement and interest will accrue by reference to an Index or Formula as specified in the relevant Pricing Supplement.

(v) *Rate of Interest for Variable Rate Notes*

(A) Each Variable Rate Note bears interest at a variable rate determined in accordance with the provisions of this paragraph (v). The interest payable in respect of a Variable Rate Note for each Interest Accrual Period relating to that Variable Rate Note, which shall be payable on the first day of such Interest Accrual Period, is referred to in this Conditions as the "**Agreed Yield**" and the rate of interest payable in respect of a Variable Rate Note on the last day of an Interest Accrual Period relating to that Variable Rate Note is referred to in these Conditions as the "**Rate of Interest**".

(B) The Agreed Yield or, as the case may be, the Rate of Interest payable from time to time in respect of each Variable Rate Note for each Interest Accrual Period, subject as referred to in Condition 4(b)(v)(D) below, shall be determined as follows:

(x) not earlier than 9.00 a.m. (Singapore time) on the ninth Business Day nor later than 3.00 p.m. (Singapore time) on the fifth Business Day prior to the commencement of each Interest Accrual Period, the Issuer and the Relevant Dealer (as defined below) shall endeavour to agree on the following:

(1) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Interest Accrual Period;

(2) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the first day of such Interest Accrual Period, an Agreed Yield in respect of such Variable Rate Note for such Interest Accrual Period (and, in the event of the Issuer and the Relevant Dealer so agreeing on such Agreed Yield, the Rate of Interest for such Variable Rate Note for such Interest Accrual Period shall be zero);

(3) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the last day of such Interest Accrual Period, a Rate of Interest in respect of such Variable Rate Note for such Interest Accrual Period (an "**Agreed Rate**") and, in the event of the Issuer and the Relevant Dealer so agreeing on an Agreed Rate, such Agreed Rate shall be the Rate of Interest for such Variable Rate Note for such Interest Accrual Period; and

(y) if the Issuer and the Relevant Dealer shall not have agreed either an Agreed Yield or an Agreed Rate in respect of such Variable Rate Note for such Interest Accrual Period by 3.00 p.m. (Singapore time) on the fifth Business Day prior to the commencement of such Interest Accrual Period, or if there shall be no Relevant Dealer during the period for agreement referred to in (x) above, the Rate of Interest for such variable Rate Note for such Interest Accrual Period shall automatically be the Fall Back Rate.

(C) The Issuer has undertaken to the Issuing and Paying Agent and the Calculation Agent that it will as soon as possible after the Agreed Yield or, as the case may be, the Agreed Rate in respect of any Variable Rate Note is determined but not later than 10.30 a.m. (Singapore time) on the next following Business Day.

(x) notify the Issuing and Paying Agent and the Calculation Agent in writing of the Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note for such Interest Accrual Period; and

(y) cause such Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note to be notified by the Issuing and Paying Agent to the relevant Noteholder at its request.

(D) For the purposes of paragraph (B) above, the Rate of Interest for each Interest Accrual Period for which there is neither an Agreed Yield nor Agreed Rate in respect of any Variable Rate Note or no Relevant Dealer in respect of the Variable Rate Note shall be the rate (the "**Fall Back Rate**") determined by reference to a Benchmark as stated on the face of such Variable Rate Note(s), being (in the case of Variable Rate Notes which are denominated in Singapore dollars) SORA (in which case such Variable Rate Note(s) will be SORA Note(s)) or (in any other case or in the case of Variable Rate Notes which are denominated in a currency other than Singapore dollars) such other Benchmark as is set out on the face of such Variable Rate Note (s).

(E) The Fall Back Rate payable from time to time in respect of each Variable Rate Note will be determined by the Calculation Agent in accordance with the provisions of Condition 4(b)(v)(B) or 4(b)(v)(C), as the case may be, above (mutatis mutandis) and references therein to "Rate of Interest" shall mean "Fall Back Rate".

If interest is payable in respect of a Variable Rate Note on the first day of an Interest Accrual Period relating to such Variable Rate Note, the Issuer will pay the Agreed Yield applicable to such Variable Rate Note for such Interest Accrual Period on the first day of such Interest Accrual Period. If interest is payable in respect of a Variable Rate Note on the last day of an Interest Accrual Period relating to such Variable Rate Note, the Issuer will pay the Interest Amount for such Variable Rate Note for such Interest Accrual Period on the last day of such Interest Accrual Period.

(c) **Linear Interpolation.**

Where Linear Interpolation is specified in the relevant Pricing Supplement as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified in the relevant Pricing Supplement as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified in the relevant Pricing Supplement as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period; provided, however, that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer shall determine appropriate.

"**Applicable Maturity**" means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

(d) **Zero Coupon Notes.**

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note (determined in accordance with Condition 5(b)). As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i))).

(e) **Dual Currency Notes.**

In the case of Dual Currency Notes, if the rate or amount of interest falls to be determined by reference to a Rate of Exchange or a method of calculating Rate of Exchange, the rate or amount of interest payable shall be determined in the manner specified in the relevant Pricing Supplement.

(f) **Partly Paid Notes.**

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

(g) **Accrual of Interest.**

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date.

(h) **Spread, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding.**

(i) If any Spread is specified in the relevant Pricing Supplement (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 4(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Spread, subject always to the next paragraph.

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

(iii) 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.

(i) **Calculations.**

The amount of interest payable per calculation amount specified in the relevant Pricing Supplement (or, if no such amount is so specified, the Specified Denomination) (the "**Calculation Amount**") in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Accrual Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Accrual Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(j) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts.**

The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the

Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Trustee, the Issuer, each of the Paying Agents and any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information as soon as possible after their determination but in no event later than the fourth Business Day after such determination. In the case of Floating Rate Notes, the Calculation Agent will also cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period to be notified to the Noteholders in accordance with Condition 16 as soon as possible after their determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Interest Accrual Period. If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made unless the Trustee otherwise requires. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(k) **Determination or Calculation by Trustee.**

If the Calculation Agent does not at any time for any reason determine or calculate the Rate of Interest for an Interest Accrual Period or any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, the Trustee shall do so (or shall appoint an agent on its behalf to do so) and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Trustee pursuant to this Condition 4(k) shall (in the absence of manifest error) be final and binding upon all parties.

(l) **Benchmark Discontinuation.**

(i) *Independent Adviser*

This Condition 4(l)(i) shall apply unless (a) "Benchmark Discontinuation (SOFR)" or (b) "Benchmark Discontinuation (SORA)" is specified as applicable in the relevant Pricing Supplement.

(1) Appointment of Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, the Issuer or the Guarantor, as the case may be, shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(l)(i)(2)) and, in either case, an Adjustment Spread (in accordance with Condition 4(l)(i)(3)) and any Benchmark Amendments (in accordance with Condition 4(l)(i)(4)).

In making such determination, an Independent Adviser appointed pursuant to this Condition 4(l)(i) shall act in good faith and in a commercially reasonable manner. In the absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 4(l)(i).

If (A) the Issuer or the Guarantor, as the case may be, is unable to appoint an Independent Adviser; or (B) the Independent Adviser appointed by the Issuer or the Guarantor, as the case may be, fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4(l)(i) prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4(l)(i)(2)) and, in either case, an Adjustment Spread (in accordance with Condition 4(l)(i)(3)) and any Benchmark Amendments (in accordance with Condition 4(l)(i)(4)).

If the Issuer or the Independent Adviser is unable to or does not determine the Benchmark Replacement by 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Spread or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4(l)(i). For the purposes of this Condition 4(l)(i)(1) and Condition 4(l)(i)(5)) only, "business day" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the Calculation Agent.

For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for determining whether a Benchmark Event has occurred.

(2) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

(a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(l)(i)); or

(b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(l)(i)).

(3) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(4) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4(l)(i)

and the Independent Adviser determines (A) that amendments to the English Law Trust Deed, the Agency Agreement and/or these Conditions, including, but not limited to amendments to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Interest Determination Date, the definition of Business Days, and/or the definition of Reference Rate applicable to the Notes, are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (B) the terms of the Benchmark Amendments, then the Issuer or the Guarantor, as the case may be, shall, subject to giving notice thereof in accordance with Condition 4(l)(i)(5), without any requirement for the consent or approval of Noteholders, vary the English Law Trust Deed, the Agency Agreement and/or these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer or the Guarantor (including a request based on a determination made by the Independent Adviser in accordance with this Condition 4(l)(i)), but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be, pursuant to Condition 4(l)(i)(5), the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer or the Guarantor in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed or agreement supplemental to or amending the English Law Trust Deed, the Agency Agreement and/or these Conditions), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged to concur with the Issuer or the Guarantor in respect of any changes or amendments as contemplated under this Condition 4(l)(i) which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in these Conditions, the English Law Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or the Agency Agreement.

For the avoidance of doubt, the Trustee, the Paying Agent, and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, effect such consequential amendments to the English Law Trust Deed, Agency Agreement and/or these Conditions as may be required in order to give effect to this Condition 4(l)(i). Noteholders' consent shall not be required in connection with the effecting of the Successor Rate or the Alternative Rate (as applicable) or such other changes, including for the execution of any documents or other steps to be taken by the Trustee, the Paying Agent, the Calculation Agent, the Registrar or the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Paying Agent, the Calculation Agent, the Registrar or the Transfer Agents or the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions, determinations or certifications made by the Issuer, the Guarantor or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 4(l)(i)(4), the Issuer or the Guarantor, as the case may be, shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(5) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined in accordance with this Condition 4(l)(i) will be notified promptly and in any event no later than 10 business days prior to the relevant Interest Determination Date by the Issuer or the Guarantor, as the case may be, to the Trustee, the Calculation Agent and the Paying Agents. In accordance with Condition 16, notice shall be provided to the Noteholders and Couponholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be:

(a) confirming (1) that a Benchmark Event has occurred, (2) the Successor Rate or, as the case may be, the Alternative Rate, (3) the applicable Adjustment Spread and (4) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(l)(i);

(b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread; and

(c) certifying that (1) the Issuer or the Guarantor, as the case may be, has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (2) explaining, in reasonable detail, why the Issuer and/or the Guarantor has not done so.

Each of the Trustee, the Calculation Agent and the Paying Agents shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders, and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

Notwithstanding any other provision of this Condition 4(l)(i), if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 4(l)(i), the Calculation Agent shall promptly notify the Issuer and the Guarantor thereof and the Issuer and the Guarantor shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer and the Guarantor thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(6) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer and the Guarantor under Conditions 4(l)(i)(1), 4(l)(i)(2), 4(l)(i)(3) and 4(l)(i)(4), the Original Reference Rate and the fallback provisions provided for in Conditions 4(b)(iii)(A) and 4(b)(iii)(B) will continue to apply unless and until a Benchmark Event has occurred.

(ii) *Benchmark Discontinuation (SOFR)*

This Condition 4(l)(ii) shall only apply where "Benchmark Discontinuation (SOFR)" is specified as applicable in the relevant Pricing Supplement.

(1) Benchmark Replacement

If the Issuer, the Guarantor or any of their respective designees determine on or prior to the relevant Reference Time that a Benchmark 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 Notes in respect of all determinations on such date and for all determinations on all subsequent dates. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for determining whether a Benchmark Event has occurred.

(2) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer, the Guarantor or any of their respective designees will have the right to make Benchmark Replacement Conforming Changes from time to time. The Issuer, the Guarantor or the designee, as the case may be, shall, subject to giving notice thereof in accordance with Condition 4(l)(ii)(4), without any requirement for the consent or approval of Noteholders, vary these Conditions, the English Law Trust Deed and/or the Agency Agreement to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice.

At the request of the Issuer, the Guarantor or the designee, as the case may be, but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be, pursuant to Condition 4(l)(ii)(4), the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer, the Guarantor or the designee in effecting any Benchmark Replacement Conforming Changes (including, inter alia, by the execution of a deed or agreement supplemental to or amending the English Law Trust Deed, the Agency Agreement and/or these Conditions), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged so to concur with the Issuer, the Guarantor or the designee in respect of any changes or amendments as contemplated under this Condition 4(l)(ii) which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in these Conditions, the English Law Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or the Agency Agreement.

For the avoidance of doubt, the Trustee, the Paying Agents and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, as the case may be, effect such consequential amendments to the English Law Trust Deed, the Agency Agreement and/or these Conditions

as may be required in order to give effect to this Condition 4(l)(ii). Noteholders' consent shall not be required in connection with effecting any such changes, including for the execution of any documents or any steps to be taken by the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or any of the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions determinations, decisions or elections made by the Issuer, the Guarantor or any of their respective designees with respect to any Benchmark Replacement or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

(3) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer, the Guarantor or any of their respective designees pursuant to this Condition 4(l)(ii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection (i) will be conclusive and binding absent manifest error, (ii) will be made in the sole discretion of the Issuer, the Guarantor or any of their respective designees, as applicable, and (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

(4) Notices, etc.

Any Benchmark Replacement and the specific terms of any Benchmark Replacement Conforming Changes, determined under this Condition 4(l)(ii), will be notified promptly, and in any event, no later than 10 business days prior to the relevant Interest Determination Date, by the Issuer or the Guarantor, as the case may be, to the Trustee, the Calculation Agent and the Paying Agents. In accordance with Condition 16, notice shall be provided to the Noteholders and Couponholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date of such Benchmark Replacement and of the Benchmark Replacement Conforming Changes, if any. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be:

(A) confirming (x) that a Benchmark Event has occurred, (y) the specific terms of the Benchmark Replacement and (z) the specific terms of the Benchmark Replacement Conforming Changes (if any), in each case as determined in accordance with the provisions of this Condition 4(l)(ii); and

(B) certifying that the Benchmark Replacement Conforming Changes (if any) are necessary to ensure the proper operation of such Benchmark Replacement.

Each of the Trustee, the Calculation Agent and the Paying Agents shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders, and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Benchmark

Replacement and the Benchmark Replacement Conforming Changes (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement and the Benchmark Replacement Conforming Changes (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(5) Definitions

The following defined terms shall have the meanings set out below for the purpose of this Condition 4(l)(ii):

"**Benchmark**" means, for the purpose of Condition 4(l)(ii), initially, the relevant SOFR Benchmark specified in the relevant Pricing Supplement; provided that if the Issuer, the Guarantor or any of their respective designees determine on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the relevant SOFR Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then "**Benchmark**" means the applicable Benchmark Replacement;

"**Benchmark Event**" means:

(1) 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); or

(2) 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

(3) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months, either generally or in respect of the Notes; or

(4) 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;

"**Benchmark Replacement**" means the first alternative set forth in the order below that can be determined by the Issuer, the Guarantor or any of their respective designees as of the Benchmark Replacement Date:

(1) the sum of:

(i) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and

(ii) the Benchmark Replacement Adjustment;

(2) the sum of:

(i) the ISDA Fallback Rate; and

(ii) the Benchmark Replacement Adjustment; or

(3) the sum of:

(i) the alternate reference rate that has been selected by the Issuer, the Guarantor, or any of their respective designees as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) 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, the Guarantor or any of their respective designees as of the Benchmark Replacement Date:

(1) 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;

(2) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or

(3) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer, the Guarantor or any of their respective designees 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 (including any daily published component used in the calculation thereof) 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 timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Issuer, the Guarantor or any of their respective designees decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer, the Guarantor or any of their respective designees decide that adoption of any portion of such market practice is not

administratively feasible or if the Issuer, the Guarantor or any of their respective designees determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer, the Guarantor or any of their respective designees determine is reasonably necessary);

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

(1) in the case of sub-paragraph (1) or (2) of the definition of "Benchmark 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

(2) in the case of sub-paragraph (3) of the definition of "Benchmark 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;

"**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, unless otherwise specified in the relevant Pricing Supplement;

"**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 2006 ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the 2006 ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Reference Time**" with respect to any determination of the Benchmark means (1) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Simple SOFR Average or Compounded Daily SOFR is specified as applicable in the relevant Pricing Supplement) or SOFR Index Determination Time (where Compounded SOFR Index is specified as applicable in the relevant Pricing Supplement), or (2) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer, the Guarantor or any of their respective designees after giving effect to the Benchmark Replacement Conforming Changes.

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

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(iii) *Benchmark Discontinuation (SORA)*

This Condition 4(l)(iii) shall only apply where "Benchmark Discontinuation (SORA)" is specified as applicable in the relevant Pricing Supplement.

(1) Independent Adviser

Notwithstanding the provisions above in this Condition 4(l), if a Benchmark Event (SORA) occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer or, as the case may be, the Guarantor shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 4(l)(iii)(2)) and an Adjustment Spread, if any (in accordance with Condition 4(l)(iii)(3)), and any Benchmark Amendments (in accordance with Condition 4(l)(iii)(4)) by 10 business days prior to the relevant Interest Determination Date. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for determining whether a Benchmark Event (SORA) has occurred.

An Independent Adviser appointed pursuant to this Condition 4(l)(iii) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Guarantor, the Trustee, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4(l)(iii).

If (A) the Issuer or the Guarantor, as the case may be, is unable to appoint an Independent Adviser after using its reasonable endeavours, or (B) the Independent Adviser appointed by the Issuer or the Guarantor, as the case may be, fails to determine the Benchmark Replacement prior to the date which is 10 business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may on the tenth business day prior to the relevant Interest Determination Date, determine the Benchmark Replacement (in accordance with Condition 4(l)(iii)(2)) and an Adjustment Spread if any (in accordance with Condition 4(l)(iii)(3)) and any Benchmark Amendments (in accordance with Condition 4(l)(iii)(4)).

If the Issuer or the Independent Adviser is unable to or does not determine the Benchmark Replacement by 10 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Spread or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4(l)(iii)(1).

(2) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) shall

(subject to adjustment as provided in Condition 4(l)(iii)(3)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 4(l)(iii)).

(3) Adjustment Spread

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines (A) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (B) the quantum of, or a formula or methodology for determining such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(4) Benchmark Amendments

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines (A) that Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(l)(iii)(5), without any requirement for the consent or approval of Noteholders, vary these Conditions, the English Law Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer or the Guarantor (including a request based on a determination made by the Independent Adviser in accordance with this Condition 4(l)(iii)), but subject to receipt by the Trustee, the Paying Agents and the Calculation Agent of a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be, pursuant to Condition 4(l)(iii)(5), the Trustee, the Calculation Agent or any Paying Agent shall (at the expense and direction of the Issuer or the Guarantor), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer or the Guarantor in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed or agreement supplemental to or amending the English Law Trust Deed, the Agency Agreement and/or these Conditions), provided that the Trustee, the Paying Agents and the Calculation Agent shall not be obliged so to concur with the Issuer or the Guarantor in respect of any changes or amendments as contemplated under this Condition 4(l)(iii) which, in the sole and absolute opinion of the Trustee, the Calculation Agent or the relevant Paying Agent, as the case may be, doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Calculation Agent or the relevant Paying Agent (as applicable) in these Conditions, the English Law Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) and/or the Agency Agreement in any way.

For the avoidance of doubt, the Trustee, the Paying Agents and the Calculation Agent shall, at the direction and expense of the Issuer or the Guarantor, effect such consequential amendments to the English Law Trust Deed, the Agency Agreement and/or these Conditions as may be required in order to give effect to Condition 4(l)(iii)(4). Noteholders' consent shall not be required in connection with effecting the Benchmark Replacement, Adjustment Spread or such other changes, including for the execution of any documents or other steps by the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents (if required). Further, none of the Trustee, the Calculation Agent, the Paying Agents, the Registrar or the Transfer Agents or the other agents shall be responsible or liable to Noteholders or Couponholders or any other person for any instructions, determinations or certifications made by the Issuer, the

Guarantor or the Independent Adviser with respect to any Benchmark Replacement, Adjustment Spread or any other changes and shall be entitled to conclusively rely on any certifications provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 4(l)(iii)(4), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(5) Notices, etc.

The occurrence of a Benchmark Event (SORA) shall be determined by the Issuer or the Guarantor, as the case may be, and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

Any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(l)(iii) will be notified promptly and in any event no later than 10 business days prior to the relevant Interest Determination Date by the Issuer or the Guarantor, as the case may be, to the Trustee, the Calculation Agent, and the Paying Agents. In accordance with Condition 16, notice shall be provided to the Noteholders and Couponholders promptly thereafter. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Trustee of the same, the Issuer or the Guarantor, as the case may be, shall deliver to the Trustee, the Calculation Agent and the Paying Agents a certificate signed by a director or an authorised signatory of the Issuer or the Guarantor, as the case may be:

(A) confirming (x) that a Benchmark Event (SORA) has occurred; (y) the Benchmark Replacement; and (z) where applicable, any Adjustment Spread, and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4(l)(iii);

(B) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread; and

(C) certifying that (i) the Issuer or the Guarantor, as the case may be, has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer and/or the Guarantor has not done so.

Each of the Trustee, the Paying Agents and the Calculation Agent shall be entitled to conclusively rely on such certificate (without liability to any person) as sufficient evidence thereof without further verification, in which event it will be conclusive and binding on the Noteholders and the Trustee, the Calculation Agent and the Paying Agents will not be responsible for any loss occasioned by acting in reliance on such certificate. The Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement, the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's or the Calculation Agent's or the Paying Agents' ability to conclusively rely on such certificate as aforesaid) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the Paying Agents, the Noteholders and the Couponholders.

(6) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(l)(iii)(1), 4(l)(iii)(2), 4(l)(iii)(3) and 4(l)(iii)(4), the Original Reference Rate and the fallback provisions provided for in Condition 4(l)(iii) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any Adjustment Spread, and Benchmark Amendments, in accordance with Condition 4(l)(iii)(4).

(7) Definitions

As used in this Condition 4(l)(iii):

"**Adjustment Spread**" means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

(A) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body; or

(B) if no such recommendation, the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(C) is determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be);

having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate; with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes;

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines in accordance with Condition 4(l)(iii)(2) has replaced the Original Reference Rate for the Corresponding Tenor in customary market usage in the international or, if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period and in the same currency as the Notes (including, but not limited to, Singapore Government Bonds) or, if the Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as the Independent Adviser or the Issuer (as applicable) determines in its discretion (acting in good faith and in a commercially reasonable manner) is most comparable to the Original Reference Rate;

"**Benchmark Amendments**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Accrual Period", timing and frequency of determining rates and making payments of interest, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Interest Accrual Period, any other amendments to these Conditions, the English Law Trust Deed and/or the Agency Agreement, and other administrative matters) that the Independent Adviser or the Issuer (in

the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) determines is reasonably necessary;

"**Benchmark Event (SORA)**" means one or more of the following events:

(i) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or

(ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case, within the following six months, either generally or in respect of the Notes; or

(v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative; or

(vi) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or

(vii) a public statement by a Relevant Nominating Body (as defined below) formally recommending a successor or replacement for the relevant Reference Rate,

provided that the Benchmark Event (SORA) shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition or restriction of use of the Original Reference Rate and (c) in the case of sub-paragraph (vi) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement;

"**Benchmark Replacement**" means the Interpolated Benchmark, provided that if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) cannot determine the

Interpolated Benchmark by the relevant Interest Determination Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be):

(i) Identified SORA;

(ii) the Successor Rate;

(iii) the ISDA Fallback Rate; and

(iv) the Alternative Rate;

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

"**Identified SORA**" means the forward-looking term rate for the applicable Corresponding Tenor based on SORA that has been (1) selected or recommended by the Relevant Nominating Body, or (2) determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(l)(iii)(1)) (as the case may be) having given due consideration to any industry-accepted market practice for the relevant Notes;

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 4(l)(iii)(1);

"**Interpolated Benchmark**" with respect to the Original Reference Rate means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (A) the Original Reference Rate for the longest period (for which the Original Reference Rate is available) that is shorter than the Corresponding Tenor and (B) the Original Reference Rate for the shortest period (for which the Original Reference Rate is available) that is longer than the Corresponding Tenor;

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

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

"**ISDA Fallback Rate**" means the rate that would apply for derivatives transactions referencing the Original Reference Rate in the ISDA Definitions to be effective upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

"**Original Reference Rate**" means, initially, SORA (being the originally-specified reference rate of applicable tenor used to determine the Rate of Interest), *provided that* if a Benchmark Event (SORA) has occurred with respect to SORA or the then-current Original Reference Rate, then "**Original Reference Rate**" means the applicable Benchmark Replacement;

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

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory

authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:

(iii) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;

(iv) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);

(v) a group of the aforementioned central banks or other supervisory authorities; or

(vi) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor.

(m) **Definitions**.

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

"**Adjustment Spread**" means either (i) a spread (which may be positive, negative or zero) or (ii) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(1) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);

(2) the Independent Adviser determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied);

(3) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4(l)(i)(2)is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

"**Benchmark Amendments**" has the meaning given to it in Condition 4(l)(i)(4).

"**Benchmark Event**" means:

(1) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(2) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(3) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(4) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months, either generally or in respect of the Notes; or

(5) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is (or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or

(6) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer, the Guarantor or other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate; or

(7) a public statement by a Relevant Nominating Body (as defined below) formally recommending a successor or replacement for the relevant Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (2) and (3) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (4) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (5) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer or the Guarantor, as the case may be, and promptly notified to the Trustee, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

"**Bloomberg Screen SOFRRATE Page**" means the Bloomberg screen designated "SOFRRATE Index" or any successor page or service;

"**Business Day**" means:

(i) in the case of a currency other than euro or Renminbi, and unless the relevant Pricing Supplement specifies that the Floating Rate Note Provisions apply and the Reference Rate is SOFR Benchmark or SORA Benchmark, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or

(ii) if the relevant Pricing Supplement specifies that the Floating Rate Note Provisions apply and the Reference Rate is SOFR Benchmark, any weekday that is a U.S. Government Securities Business Day and is not a legal holiday in New York or one or more Business Centres and is not a date on which banking institutions in those cities or Business Centres are authorised or required by law or regulation to be closed; and/or

(iii) if the relevant Pricing Supplement specifies that the Floating Rate Provisions apply and the Reference Rate is SORA Benchmark, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore; and/or

(iv) in the case of euro, a day on which the TARGET System is operating (a "**TARGET Business Day**") and/or

(v) in the case of Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong and/or

(vi) in the case of another currency and/or one or more Business Centres, and unless the relevant Pricing Supplement specifies that the Floating Rate Note Provisions

apply and the Reference Rate is SOFR Benchmark or SORA Benchmark, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Accrual Period, the "**Calculation Period**").

(i) if "**Actual/Actual**" or "**Actual/Actual — ISDA**" is specified in the relevant Pricing Supplement, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the relevant Pricing Supplement, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the relevant Pricing Supplement, the actual number of days in the Calculation 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 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 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 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 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 in the relevant Pricing Supplement, 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; and

(vii) if "**Actual/Actual-ICMA**" is specified in the relevant Pricing Supplement,

(A) 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 (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date and

"**Determination Date**" means the date(s) specified as such in the relevant Pricing Supplement or, if none is so specified, the Interest Payment Date(s).

"**euro**" means the currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

"**Euro-zone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"**Interest Amount**" means.

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the relevant Pricing Supplement, shall mean the Fixed Coupon Amount or Broken Amount specified in the relevant Pricing Supplement as being payable on the Interest Payment Date in respect of the relevant Interest Accrual Period; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified herein.

"**Interest Determination Date**" for Notes that are not SORA Notes means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Pricing Supplement or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in the Relevant Financial Centre for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is not Sterling, euro or Renminbi or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro or (iv) the day falling two Business Days in Hong Kong prior to the first day of such Interest Accrual Period if the Specified Currency is Renminbi or (v) the fourth U.S. Government Securities Business Day prior to the last day of each Interest Accrual Period if SOFR Benchmark is specified in the relevant Pricing Supplement as the Reference Rate and where Simple SOFR Average is applicable in the relevant Pricing Supplement or where SOFR Observation Lag, SOFR Observation Shift or SOFR Lockout is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR or where Compounded SOFR Index is specified as applicable in the relevant Pricing Supplement or (vi) the Interest Period Date at the end of each Interest Accrual Period, provided that the Interest Determination Date with respect to the final Interest Accrual Period will be the U.S. Government Securities Business Day immediately following the relevant SOFR Rate Cut-Off Date if SOFR Benchmark is specified in the relevant Pricing Supplement as the Reference Rate and where SOFR Payment Delay is specified as applicable in the relevant Pricing Supplement to determine Compounded Daily SOFR or (v) the date specified in the relevant Pricing Supplement or, if none is so specified, the fifth U.S. Government Securities Business Day prior to the start of each Interest Accrual Period, if Term SOFR is specified in the relevant Pricing Supplement as the Reference Rate.

"**Interest Period Date**" means each Interest Payment Date unless otherwise specified in the relevant Pricing Supplement.

"**ISDA Definitions**" means (1) if "2006 ISDA Definitions" is specified in the relevant Pricing Supplement, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") and as amended and updated as at the Issue Date of the first Tranche of the Notes; or (2) if "2021 ISDA Definitions" is specified in the relevant Pricing Supplement, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of the Notes.

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

"**Rate Cut-Off Date**" means the date that is "q" U.S. Government Securities Business Days prior to the Maturity Date or any earlier redemption date, as applicable (where "q" is

the number of U.S. Government Securities Business Days in the Rate Cut-Off Period specified in the relevant Pricing Supplement).

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the relevant Pricing Supplement.

"**Reference Banks**" means four major banks selected by the Issuer in the interbank market that is most closely connected with the Reference Rate.

"**Reference Rate**" means the rate specified as such in the relevant Pricing Supplement. If more than one Reference Rate is specified, 'Reference Rate' shall refer to each rate defined or specified as such, or determined, in respect of the relevant period or day as specified in the relevant Pricing Supplement.

"**Relevant Dealer**" means the Dealer party to the Program Agreement referred to in the Agency Agreement with whom the Issuer has concluded an agreement for the issue of Notes pursuant to the Program Agreement.

"**Relevant Financial Centre**" means the financial centre specified as such in the relevant Pricing Supplement.

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

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

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

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

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Pricing Supplement (or any successor or replacement page, section, caption, column or other part of a particular information service).

"**Relevant Time**" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Pricing Supplement. If none is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre or, if no such customary local time exists, 11.00 hours in the Relevant Financial Centre and, for the purpose of this definition "local time" means, with respect to the Euro-zone as a Relevant Financial Centre, Central European Time. With respect to any determination of Term SOFR means (i) if the benchmark is Term SOFR, 11:00 a.m. New York time unless otherwise specified in the relevant Pricing Supplement, and (ii) if the Issuer or its designee determines, in accordance with Condition 4(l), that a SOFR Benchmark Transition Event or Benchmark Event (as applicable) and its related Benchmark Replacement Date have occurred, the time as agreed between the Issuer and the Calculation Agent after giving effect to the Benchmark Replacement Conforming Changes in accordance with Condition 4(l).

"**Reuters Page USDSOFR=**" means the Reuters page designated "USDSOFR=" or any successor page or service.

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

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

(i) the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Bloomberg Screen SOFRRATE Page; the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Reuters Page USDSOFR=; or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator's Website;

(ii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the SOFR reference rate shall be the reference rate published on the SOFR Administrator's Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator's Website; or

(iii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(l)(i) or Condition 4(l)(ii) shall apply as specified in the relevant Pricing Supplement.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate).

"**SOFR Administrator's Website**" means the website of the SOFR Administrator (currently at https://www.newyorkfed.org/) or any successor source.

"**SOFR Benchmark Transition Event**" means the occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark.

"**SOFR Determination Time**" means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

"**SOFR Rate Cut-Off Date**" means the date that is a number of U.S. Government Securities Business Days prior to the end of each Interest Accrual Period, the Maturity Date or the relevant Optional Redemption Date, as applicable, as specified in the relevant Pricing Supplement.

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

"**Specified Currency**" means the currency specified as such in the relevant Pricing Supplement or, if none is specified, the currency in which the Notes are denominated.

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

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

"**Term SOFR**" means the forward-looking term rate for the applicable period based on SOFR that has been selected or recommended by the Relevant Governmental Body and published by the Term SOFR Administrator.

"**Term SOFR Administrator**" means the CME Group or any other entity designated by the Relevant Governmental Body as the administrator of Term SOFR (or any successor administrator).

"**Term SOFR Conventions**" means any determination, decision, or election with respect to any technical, administrative, or operational matter (including with respect to the

manner and timing of the publication of Term SOFR Rate, or changes to the definition of "Interest Accrual Period", timing and frequency of determining the Term SOFR Rate with respect to each Interest Accrual Period and making payments of interest, rounding of amounts or tenors, and other administrative matters) as set out in the relevant Pricing Supplement which reflect the use of the Term SOFR Rate as the SOFR Benchmark in a manner substantially consistent with market practice.

"**Term SOFR Rate**" means, in respect of an Interest Accrual Period, the Term SOFR Rate as published on the Term SOFR Administrator's website at the Reference Time on the relevant Interest Determination Date, provided that:

(a) if the value specified above does not appear and a SOFR Benchmark Transition Event or Benchmark Event (as applicable) and its related Benchmark Replacement Date have not occurred, the "Term SOFR Rate" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the SOFR Index formula described above in Condition 4(b)(iii)(C)(3); or

(b) if as of 5:00 p.m. (New York time) on the relevant Interest Determination Date, the Term SOFR Rate has not been published by the Term SOFR Administrator or its data distributor or redistributor partners ((such as Bloomberg and Refinitiv) or on the relevant administrator (or its data distributor or redistributor partners)'s website and a SOFR Benchmark Transition Event or Benchmark Event (as applicable) and its related Benchmark Replacement Date have not occurred, then the "Term SOFR Rate" will be the Term SOFR Rate as published by the relevant administrator (or its data distributor or redistributor partners) or on the relevant administrator (or its data distributor or redistributor partners)'s website for the first preceding U.S. Government Securities Business Day for which such rate was published on such administrator (or its data distributor or redistributor partners)'s website so long as such first preceding US Government Securities Business Day is not more than three US Government Securities Business Days prior to such Interest Determination Date.

(c) if the value specified above does not appear and a SOFR Benchmark Transition Event or Benchmark Event (as applicable) and its related Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(l) shall apply as 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.

(n) **Calculation Agent.**

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the relevant Pricing Supplement and for so long as any Note is outstanding (as defined in the English Law Trust Deed). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall (with the prior approval of the Trustee or an Extraordinary Resolution of holders of the Notes) appoint a leading bank or financial institution engaged in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal Singapore office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(o) **Certificates to be final.**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition, whether by the Calculation Agent or the Trustee, shall (in the absence of wilful default, gross negligence, fraud or manifest error) be binding on the Issuer, the Guarantor, the Trustee, the Calculation Agent, the other Agents and all Noteholders and/or Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders or any other person shall attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5. Redemption, Purchase and Options

(a) **Redemption by Instalments and Final Redemption**.

(i) Unless previously redeemed, purchased and cancelled as provided in this Condition 5, each Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Pricing Supplement. The outstanding nominal amount of each such Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

(ii) Unless otherwise provided in the relevant Pricing Supplement and unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the relevant Pricing Supplement at its Final Redemption Amount (which, unless otherwise provided in the relevant Pricing Supplement, is its nominal amount) or, in the case of a Note falling within paragraph (i) above, its final Instalment Amount.

(b) **Early Redemption**.

(i) *Zero Coupon Notes*.

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the relevant Pricing Supplement.

(B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Pricing Supplement, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the

Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 4(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the relevant Pricing Supplement.

(ii) *Other Notes*.

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9, shall be the Final Redemption Amount unless otherwise specified in the relevant Pricing Supplement.

(c) **Redemption for Taxation Reasons**.

Unless otherwise specified in the relevant Pricing Supplement, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note or an Indexed Linked Note) or, at any time (if this Note is neither a Floating Rate Note or an Indexed Linked Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) (the "**Note Optional Tax Redemption**") at their Early Redemption Amount (as described in Condition 5(b) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer (or, if the Guarantee was called, the Guarantor) has or will become obliged to pay Additional Amounts (as described under Condition 7) as a result of any change in, or amendment to, the laws or regulations of Singapore or any political subdivision or any authority thereof or therein having power to tax, (or any taxing authority of any taxing jurisdiction to which the Issuer, or the Guarantor, as the case may be, is or has become subject and in respect of which it has given such undertaking as referred to above in this Condition) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes, and (ii) such obligation cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Trustee (i) an opinion of independent tax counsel of recognised standing in Singapore or a copy of any judicial decision or regulatory determination or ruling, in each case to the effect that the Issuer (or the Guarantor, as the case may be) would be required to pay Additional Amounts on the next payment in respect of such Notes (or the Guarantee) as a result of a change, amendment, application or interpretation described above and (ii) a certificate signed by two executive officers (being any of the Chief Executive Officer, the Chief Financial Officer, the Secretary, a Director or any other person authorised by the Board of Directors) of the Issuer (or the Guarantor, as the case may be) to the effect that, in the judgment of the Issuer (or the Guarantor, as the case may be), such obligation referred to in (i) above cannot be avoided by the Issuer (or the Guarantor, as the case may be) taking reasonable measures available to it and the Trustee shall be entitled to accept such opinion without any further inquiry as sufficient evidence of the satisfaction of the conditions precedent set out above without liability to any person in which event it shall be conclusive and binding on Noteholders and Couponholders.

(d) **Redemption at the option of the Issuer**.

Unless otherwise specified in the relevant Pricing Supplement, the Issuer may, on giving not less than 30 nor more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Pricing Supplement) redeem all or some of the Notes on the date(s) specified in the relevant Pricing Supplement (the "**Notes Optional Redemption Date**"). Any such redemption of Notes shall be at the Optional Redemption Amount specified in the relevant Pricing Supplement together with interest accrued to the date fixed for redemption.

Unless otherwise specified in the relevant Pricing Supplement, the Optional Redemption Amount shall be equal to the greater of (i) the principal amount of the Notes being

redeemed and (ii) the amount determined by discounting the principal amount of the Notes plus all required remaining scheduled interest payments due on such Notes at a Make Whole Call Reference Rate (as defined in the relevant Pricing Supplement) plus a spread specified in the relevant Pricing Supplement.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

(e) **Redemption at the option of holders of Notes**.

If Put Option is specified in the relevant Pricing Supplement, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the relevant Pricing Supplement) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Receipts and Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) **Purchase at the option of holders of Variable Rate Notes**.

If VRN Purchase Option is specified in the relevant Pricing Supplement, each holder of Variable Rate Notes shall have the option to have all or any of his Variable Rate Notes purchased by the Issuer at their Redemption Amount on any Interest Payment Date and the Issuer will purchase such Variable Rate Notes accordingly. To exercise such option, the holder must deposit (in the case of Bearer Notes) such Variable Rate Notes (together with all unmatured Receipts and Coupons and unexchanged Talons) to be purchased with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option purchase notice ("**Purchase Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the Noteholders' VRN Purchase Option Period shown on the face hereof. Any Note or Certificate so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(g) **Partly Paid Notes**.

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

(h) **Purchases**.

The Issuer, the Guarantor and their subsidiaries may at any time purchase Notes (provided that all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.

(i) **Cancellation**.

All Notes purchased by or on behalf of the Issuer, the Guarantor or any of their subsidiaries may be held, resold or surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Receipts and Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(j) **Trustee Not Obliged to Monitor**.

None of the Trustee or the Agents shall be under any duty to determine, calculate or verify the Early Redemption Date or be under any duty to monitor whether any event or circumstance has happened or exists within this Condition 5 and will not be responsible to the Noteholders or Couponholders for any loss arising from any failure by it to do so. Unless and until the Trustee has notice in writing of the occurrence of any event or circumstance within this Condition 5, it shall be entitled to assume that no such event or circumstance exists.

6. Payments and Talons

(a) **Bearer Notes**.

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(f)(ii)), as the case may be, at the specified office of any Paying Agent outside the United States, (i) other than in the case of Notes denominated in Renminbi, by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank or (ii) in the case of Notes denominated in Renminbi, by transfer to a Renminbi account maintained by or on behalf of the holder with a bank in Hong Kong. "**Bank**" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) **Registered Notes**.

(i) Payments of principal (which for the purposes of this Condition 6(b) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest (which for the purpose of this Condition 6(b) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Notes shall be paid to the person shown on the Register at the close of business on the Business Day before the due date for payment thereof (the "**Record Date**") provided, however, that interest payable on any interest bearing Note at Maturity or redemption shall be payable in immediately available funds to the person to whom principal shall be payable. Payments of interest on each Registered Note, other than in the case of Registered Notes denominated in Renminbi, shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank. Payments of interest on each Registered Note denominated in Renminbi shall be made by transfer to the registered Renminbi account of the Noteholder. In this Condition 6(b)(ii), "registered Renminbi account" means the Renminbi account maintained by or on behalf of the Noteholder with a bank in Hong Kong, details of which appear on the Register on the Record Date.

(c) **Payments in the United States**.

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at

all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) **Payments subject to fiscal laws**.

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, including FATCA (as defined below), but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) **Appointment of Agents**.

The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time with the approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) a Paying Agent and (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed in each case, as approved by the Trustee.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) **Unmatured Coupons and Receipts and unexchanged Talons**.

(i) Upon the due date for redemption, Bearer Notes which comprise Fixed Rate Notes (other than Dual Currency Notes or Index Linked Notes) should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Redemption Amount due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of three years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, Dual Currency Note or Index Linked Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Upon the due date for redemption of any Bearer Note that is redeemable in instalments, all Receipts relating to such Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.

(v) Where any Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for

redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(vi) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

(g) **Talons**.

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(h) **Non-Business Days**.

If any date for payment in respect of any Note, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such other jurisdictions as shall be specified as "**Financial Centres**" in the relevant Pricing Supplement and.

(i) (in the case of a payment in a currency other than euro or Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or

(ii) (in the case of a payment in euro) which is a TARGET Business Day or

(iii) (in the case of a payment in Renminbi) on which commercial banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong.

(i) **Notes denominated in Renminbi — Payment of U.S. Dollar Equivalent**.

Notwithstanding all other provisions in these Conditions, if by reason of Inconvertibility, Non-transferability or Illiquidity, or if Renminbi is otherwise not available to the Issuer or the Guarantor as a result of circumstances beyond their control and such unavailability has been independently determined by a Renminbi Dealer, neither the Issuer nor the Guarantor is able or it would be impractical for the Issuer or the Guarantor, as the case may be, to satisfy payments of principal or interest (in whole or in part) in respect of Notes when due in Renminbi in Hong Kong, the Issuer or the Guarantor, as the case may be, on giving not less than five nor more than 30 days' irrevocable notice to the Noteholders prior to the due date for payment, may settle any such payment (in whole or in part) in U.S. dollars on the due date at the U.S. Dollar Equivalent of any such Renminbi denominated amount.

In such event, payments of the U.S. Dollar Equivalent of the relevant principal or interest in respect of the Notes shall be made by a U.S. dollar denominated cheque drawn on a bank in New York City and mailed to the holder (or to the first named of joint holders) of the Notes at its address appearing in the Register, or, upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, by transfer to a U.S. dollar denominated account with a bank in New York City. For the avoidance of doubt, no such payment of the U.S. Dollar Equivalent shall by itself be deemed to constitute a default in payment within the meaning of Condition 9(a) or Condition 9(b).

In the event of a payment pursuant to this Condition 6(i), the following modification shall be made in respect of the Conditions.

The definition of "**Business Day**" in Condition 4(k) shall mean a day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in New York City.

For the purposes of this Condition 6(i).

"**Governmental Authority**" means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong;

"**Illiquidity**" means that the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer or the Guarantor cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal (in whole or in part) in respect of the Notes or, as the case may be, the Guarantee, as determined by the Issuer or the Guarantor in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers;

"**Inconvertibility**" means the occurrence of any event that makes it impossible for the Issuer or the Guarantor to convert any amount due in respect of the Notes or, as the case may be, the Guarantee in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer or, as the case may be, the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

"**Non-transferability** " means the occurrence of any event that makes it impossible for the Issuer or, as the case may be, the Guarantor to deliver Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong or vice-versa, other than where such impossibility is due solely to the failure of the Issuer or the Guarantor to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer or, as the case may be, the Guarantor, due to an event beyond its control, to comply with such law, rule or regulation);

"**Rate Calculation Business Day**" means a day (other than a Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange) in Hong Kong and in New York City;

"**Rate Calculation Date**" means the day which is two Rate Calculation Business Days before the due date for payment of the relevant Renminbi amount under these Conditions;

"**Renminbi Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong;

"**Spot Rate**", for a Rate Calculation Date, means the spot Renminbi/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement on the relevant due date for payment, as determined by the Calculation Agent in good faith and in a commercially reasonable manner at or around 11 a.m. (Hong Kong time) on such Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent in good faith and in a commercially reasonable manner will determine the Spot Rate at or around 11 a.m. (Hong Kong time) on the Rate Calculation Date as the most recently available Renminbi/U.S. dollar official fixing rate for settlement on the relevant due date for payment reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate; and

"**U.S. Dollar Equivalent**" means the relevant Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Rate Calculation Date, as calculated by the Calculation Agent.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6(i) by the Calculation Agent, will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Agents and all Noteholders.

7. Taxation

All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes, the Receipts and the Coupons or under the Guarantee shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Singapore or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law (including under FATCA (as defined below)). In that event, in relation to Notes denominated in Singapore dollars, the Issuer or, as the case may be, the Guarantor will not pay any additional amounts in respect of any such withholding or deduction from payments in respect of such Notes for, or on account of, any such taxes or duties, and, in relation to Notes which are not denominated in Singapore dollars, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts (the "**Additional Amounts**") as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note, Receipt or Coupon:

(a) **Other connection**.

to, or to a third party on behalf of, a holder who is (i) treated as a resident of Singapore or as having a permanent establishment in Singapore for tax purposes or (ii) liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with Singapore other than the mere holding of the Note, Receipt or Coupon; or

(b) **Presentation more than 30 days after the Relevant Date**.

presented (or in respect of which the Certificate representing it is presented), where presentation is required, for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth day; or

(c) **Payment to individuals**.

where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/ EC or any other law implementing or complying with, or introduced in order to conform to, such Directive; or

(d) **Payment by another Paying Agent**.

(except in the case of Registered Notes) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt or Coupon to another Paying Agent in a Member State of the European Union; or

(e) **Failure to comply with requirements**.

which would not be payable or due but for the failure of the holder or beneficial owner of such Note, Receipt or Coupon to comply with any certification, identification or other reporting requirements of Singapore concerning the nationality, residence, identity or other attributes of such holder or beneficial owner required in connection with a claim of eligibility for avoidance or reduction of withholding or deduction of tax under the laws of Singapore, if requested in writing addressed to such holder or beneficial owner by the Issuer to comply with such requirements; or

(f) **Estate, inheritance, gift, sales, transfer or similar taxes**.

where such deduction or withholding is imposed in respect of any estate, inheritance, gift, sales, transfer or similar taxes of a relevant holder or beneficial owner of such Note; or

(g) **Fiduciary or partnership or person other than the sole beneficial owner of such payment**.

to, or to a third party on behalf of, a holder of such Note, Receipt or Coupon if such holder is a fiduciary or partnership or person other than the sole beneficial owner of such payment to the extent that no deduction or withholding would have been imposed on such payment had such holder been the sole beneficial owner of such Note, Receipt or Coupon, as applicable; or

(h) **Foreign Account Tax Compliance Act**.

where such deduction or withholding is imposed or required to be withheld under Sections 1471 to 1474 (or any successor provisions or amendments thereof) of the United States Internal Revenue Code of 1986, as amended, or pursuant to any agreements and any official pronouncements with respect thereto or any inter-governmental agreement or legislation (or rules or practices) adopted in connection therewith ("**FATCA**"); or

(i) any combination of items (a) through (h) above.

As used in these Conditions, "**Relevant Date**" in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate), Receipt or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any Additional Amounts that may be payable under this Condition or any undertaking given in addition to or in substitution for it under the English Law Trust Deed.

8. Prescription

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes, Receipts and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within three years from the appropriate Relevant Date in respect of them.

9. Events of Default

If any of the following events (each an "**Event of Default**") occurs and is continuing, the Trustee at its discretion may, and if so requested in writing by holders of at least one-quarter in nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall (subject in each case to its being indemnified and/or secured to its satisfaction), give notice to the Issuer that the Notes are, and they shall immediately become, due and payable at their Early Redemption Amount together (if applicable) with accrued interest:

(a) failure to pay any interest on any of the Notes when due and payable, and continuance of such failure for a period of 14 days; or

(b) failure to pay the Redemption Amount on any of the Notes when due and payable, and continuance of such failure for a period of 14 days; or

(c) failure by the Issuer or the Guarantor to perform any other covenant of the Issuer or the Guarantor and continuance of such failure for a period of 60 days after written notice of such default shall have been given to the Issuer by the Trustee; or

(d) (i) the entry by a court having jurisdiction in the premises of a decree or order for relief in respect of the Issuer or the Guarantor in any voluntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation, winding up (other than a reorganisation or winding up under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency), sequestration or other similar law or (ii) the entry by a court having jurisdiction in the premises of a decree or order adjudging the Issuer or the Guarantor a bankrupt or insolvent, or approving as properly filed a petition seeking reorganisation, arrangement, adjustment or composition of or in respect of the Issuer or the Guarantor under any applicable law (other than any reorganisation, arrangement, adjustment or composition for the purposes of, or in connection with, a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or the Guarantor or ordering the winding up or liquidation of the affairs of the Issuer or the Guarantor (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency), and any such decree or order for relief or any such other decree or order shall not have been discharged or stayed within 60 days; or

(e) commencement by the Issuer or the Guarantor of a voluntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by the Issuer or the Guarantor to the entry of a decree or order for relief in respect of the Issuer or the Guarantor in an involuntary case or proceeding under any applicable bankruptcy, insolvency, reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Issuer or the Guarantor or the filing by the Issuer or the Guarantor of a petition or answer or consent seeking reorganisation (other than a reorganisation, winding up or liquidation under or in connection with a scheme of arrangement, amalgamation or reconstruction not involving bankruptcy or insolvency) or relief under any such applicable law, or the consent by the Issuer or the Guarantor to the filing of such petition or to the appointment or the taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or the Guarantor, or the making by the Issuer or the Guarantor of an assignment for the benefit of creditors, or the taking of action by the Issuer or the Guarantor in furtherance of any such action; or

(f) the failure by the Issuer or the Guarantor to pay when due and payable, after the expiration of any applicable grace period, any portion of the principal of, or involuntary acceleration of the maturity of, indebtedness for borrowed money of or guaranteed by the Issuer or the Guarantor having an aggregate principal amount outstanding in excess of US$100,000,000 (or its equivalent in another currency); or

(g) the Guarantee ceasing to be in full force or effect or the Guarantor denying or disaffirming in writing its obligations under the Guarantee

provided that in the case of paragraphs (d) and (e), the Notes shall immediately become, due and payable at their Early Redemption Amount together (if applicable) with accrued interest without any act by the Trustee or the Noteholders.

10. Consolidation, Merger and Sale of Assets and Substitution

Each of the Issuer and the Guarantor has agreed in the English Law Trust Deed that it may not consolidate with or merge into any other Person (as defined below) or permit any other Person to consolidate with or merge into it or directly or indirectly convey, transfer, sell or lease or otherwise dispose of all or substantially all of its property and assets to any Person unless.

(a) any Person formed by such consolidation or into which the Issuer or the Guarantor, as the case may be, is merged or to whom the Issuer or the Guarantor, as the case may be, has conveyed, transferred, sold or leased all or substantially all its properties and assets

(the "**Successor Entity**") is a corporation, partnership or trust organised and validly existing under the laws of the jurisdiction where it is organised, and such Successor Entity shall expressly assume by a supplemental trust deed all of the Issuer's or the Guarantor's, as the case may be, obligations under the Notes and the English Law Trust Deed (including any obligation to pay any Additional Amounts as provided in Condition 7);

(b) immediately after giving effect to the transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing;

(c) any such Successor Entity not organised under the laws of the Republic of Singapore shall expressly agree by a supplemental trust deed that all payments pursuant to the Notes or the Guarantee, as the case may be, in respect of principal of and premium and interest on the Notes shall be made without deduction or withholding for or on account of, any present or future taxes, duties, assessments or other governmental charges of whatever nature imposed or levied by or on behalf of the jurisdiction of organisation or tax residency of such Successor Entity or any political subdivision or taxing authority thereof or therein, unless such taxes, duties, assessments or governmental charges are required by such jurisdiction or any such subdivision or authority to be withheld or deducted, in which case such Successor Entity will, in relation to Notes which are not denominated in Singapore dollars, pay such additional amounts of, or in respect of the principal of and premium and interest on such Notes ("**Successor Additional Amounts**") as will result (after deduction of such taxes, duties, assessments or governmental charges and any additional taxes, duties, assessments or governmental charges payable in respect of such) in the payment to the holders of such Notes of the amounts which would have been payable in respect of such Notes had no such withholding or deduction been required, subject to the same exceptions as apply with respect to the payment by the Issuer or the Guarantor, as the case may be, of Additional Amounts in respect of the Notes (inserting references to the taxing jurisdiction where appropriate), and provided that such Successor Entity shall not have the right to redeem the Notes pursuant to Condition 5(c) in respect of such Successor Additional Amounts unless (A) the obligation to pay such Successor Additional Amounts arises as a result of any change in, or amendment to, the laws or regulations of such Successor Entity's jurisdiction of organisation or any political subdivision or taxing authority thereof or therein, or any change in the general application or official or general interpretation of such laws or regulations, which change or amendment is proposed and becomes effective after the date such Successor Entity assumes the obligations of the Issuer or the Guarantor, as the case may be, under the English Law Trust Deed and the Notes, (B) such obligation to pay Successor Additional Amounts cannot be avoided by such Successor Entity taking reasonable measures available to it and (C) all other requirements contained in the English Law Trust Deed relating to the redemption of the Notes shall have been satisfied;

(d) such Successor Entity shall have delivered to the Trustee and the New York Trustee an opinion of U.S. tax counsel of recognized standing to the effect that the beneficial owners of such Notes will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such transaction and will be subject to U.S. federal income tax on the same amounts and in the same manner and at the same times as would be the case as if the transaction had not occurred; and

(e) the Issuer or such Successor Entity shall have delivered to the Trustee an officers' certificate and opinion of counsel, each stating that such transaction and such supplemental trust deed comply with this Condition 10 and that all conditions precedent provided for in this Condition 10 relating to such transaction have been complied with.

The Issuer and the Guarantor have agreed in the English Law Trust Deed that upon any consolidation by the Issuer or the Guarantor with or merger or amalgamation by the Issuer or the Guarantor into any other entity, in each case, where the Issuer or the Guarantor, as the case may be, is not the surviving or resulting entity, or any conveyance, transfer, sale, assignment or lease, in one transaction or a series of transactions, directly or indirectly, of all or substantially all of the assets of the Issuer or the Guarantor, or any declaration by the Issuer that it acts as a trustee of all or substantially all of its assets for any Person, in each case in compliance with this Condition 10, the Successor Entity formed by such transaction or declaration shall succeed to, and be substituted for, and may exercise every right and power of,

the Issuer or the Guarantor, as the case may be, under the English Law Trust Deed with the same effect as if such successor Person had been named as the Issuer therein, and the Issuer (which term shall for this purpose mean the Person named as the "Issuer" or the "Guarantor", as the case may be, in the first paragraph of the English Law Trust Deed or any successor Person which shall theretofore become such in the manner described in this Condition to the extent that there exists a subsequent successor Person who shall substitute therefor in accordance with this Condition 10), except in the case of a lease, shall be discharged of all obligations and covenants under the English Law Trust Deed and the Notes and may be dissolved and liquidated.

In this Condition 10, "**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organisation or government or any agency or political subdivision thereof.

11. Meetings of Noteholders, Modification and Waiver

(a) **Meetings of Noteholders**.

The English Law Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the English Law Trust Deed) of a modification of any of these Conditions or any provisions of the English Law Trust Deed. If the Trustee receives a written request by Noteholders holding not less than 10 per cent. in nominal amount of the Notes for the time being outstanding and is indemnified and/or secured to its satisfaction against all costs and expenses, the Trustee shall convene a meeting of the Noteholders. The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting two or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes, any Instalment Date or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown in the relevant Pricing Supplement, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to take any steps that as specified in the relevant Pricing Supplement may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply (viii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution or (ix) to modify or cancel the Guarantee, in which case the necessary quorum at the meeting or any adjourned meeting shall be two or more persons holding or representing not less than 75 per cent., or at any adjourned meeting not less than 25 per cent., in nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

These Conditions may be amended, modified or varied in relation to any Series of Notes by the terms of the relevant Pricing Supplement in relation to such Series.

(b) **Modification of the English Law Trust Deed**.

The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the English Law Trust Deed that is of a formal, minor or technical nature or is made to correct a manifest error or that is otherwise permitted by the English Law Trust Deed, and (ii) any other modification (except as mentioned in the English Law Trust Deed), and any waiver or authorisation of

any breach or proposed breach, of any of the provisions of the English Law Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. In addition, the Trustee shall be obliged to concur with the Issuer and the Guarantor in effecting any Benchmark Amendments in the circumstances (but subject to the limitations and exemptions) set out in these Conditions without the consent of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, such modification shall be notified to the Noteholders as soon as practicable.

The consent or approval of the Noteholders or Couponholders shall not be required in the case of amendments to the Conditions pursuant to Condition 4(l) to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 4(l), where the requirements of Condition 4(l) have been satisfied (including the provision of a certificate to the Trustee, where applicable).

(c) **Entitlement of the Trustee**.

In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require from the Issuer nor shall any Noteholder or Couponholder be entitled to claim from the Issuer or the Trustee, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

12. Enforcement

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the terms of the English Law Trust Deed, the Notes, the Receipts and the Coupons, but it need not take any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-quarter in nominal amount of the Notes outstanding, and (b) it shall have been indemnified and/or secured to its satisfaction. No Noteholder, Receiptholder or Couponholder may proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

13. Indemnification of the Trustee

The English Law Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility. The Trustee is entitled to enter into business transactions with the Issuer, the Guarantor and any entity related to the Issuer or the Guarantor without accounting for any profit.

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

If a Note, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Note, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Receipts, Coupons or further Coupons) and otherwise as the Issuer or Agent may require. Mutilated or defaced Notes, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

15. Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities either having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Notes) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes. Any further securities forming a single series with the outstanding securities of any series (including the Notes) constituted by the English Law Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Trustee), be constituted by the English Law Trust Deed. The English Law Trust Deed contains provisions for convening a single meeting of the Noteholders and the holders of securities of other series where the Trustee so decides. The consolidation of any additional Bearer Notes issued under the TEFRA "D" rules into a series of previously issued Bearer Notes with the same Common Code or ISIN can occur only upon (i) exchange of interests in a Temporary Global Note for interests in a permanent Global Note or Definitive Bearer Notes and (ii) certification of non-U.S. beneficial ownership in accordance with U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D)(3) or any successor regulation for purposes of Section 4701 of the United States Internal Revenue Code.

Any further issuances could have adverse tax consequences to U.S. Noteholders which may affect the market value of the Notes as discussed under "Certain tax considerations — United States federal income taxation — Original issue discount — Fungible issue" in the current offering circular relating to the Program.

16. Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Notes shall be valid if published in a daily newspaper of general circulation in Singapore (which is expected to be the Business Times). If in the opinion of the Trustee any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Singapore. Notwithstanding the foregoing, so long as the Notes are listed on the Singapore Exchange Securities Trading Limited (the "**SGX-ST**"), notices to the holders of the Notes will be valid if published on the website of the SGX-ST (https://www.sgx.com/). Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which such publication is made, in such newspaper or on the website of the SGX-ST as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

Until such time as any Definitive Notes or Definitive Certificates are issued, there may, so long as the Global Note(s) is or are held in its or their entirety on behalf of DTC, Euroclear, Clearstream and/or the Depository or, as the case may be, the Global Certificate(s) is or are issued in the name of DTC, a common depositary for DTC, Euroclear and Clearstream and/or the Depository, be substituted for such publication in such newspapers the delivery of the relevant notice to DTC, Euroclear, Clearstream and/or the Depository for communication by it to the Noteholders, except that if the Notes are listed on the SGX-ST and the rules of the SGX-ST so require, notice will in any event be published in accordance with the previous paragraphs.

Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to DTC, Euroclear, Clearstream and/or the Depository.

Notwithstanding the other provisions of this Condition, in any case where the identity and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given when received at such addresses.

17. Contracts (Rights of Third Parties) Act 1999

No person shall have the right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

18. Governing Law and Jurisdiction

(a) The English Law Trust Deed, the Notes issued thereunder and all non-contractual obligations arising out of or in connection therewith shall be governed by, and construed in accordance with, English law.

(b) The courts of England shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with any Notes, Receipts, Coupons or Talons or the Guarantee (respectively, "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts.

(c) The Issuer and the Guarantor have irrevocably waived any objection which they may now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes, and agrees not to claim that any such court is not a convenient or appropriate forum.

(d) Each of the Issuer and the Guarantor have (i) irrevocably designated and appointed Hackwood Secretaries Limited at One Silk Street, London EC2Y8HQ, as its authorised agent upon which process may be served in Proceedings arising out of or relating to the Notes governed by English law or the English Law Trust Deed that may be instituted in the courts of England or brought under English law by the Trustee (whether in its individual capacity or in its capacity as Trustee hereunder). If such person is not or ceases to be effectively appointed to accept service of process on the Issuer's and the Guarantor's behalf, then the Issuer and the Guarantor shall as soon as reasonably practicable, upon their becoming aware that such person has not been or has ceased to be so appointed, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, the Trustee shall be entitled to appoint such a person by written notice to the Issuer and the Guarantor, following which the Issuer or the Guarantor, as the case may be, shall take all reasonable steps to appoint such person as its agent for service of process. Nothing in this Clause shall affect the right to serve process in any other manner permitted by law.

Form of Notes

The Notes of each series will be in bearer or in registered form as specified in the relevant Pricing Supplement.

Bearer Notes

Each series of Bearer Notes may be represented either by a Temporary Global Note or a Permanent Global Note that will be deposited on or about the Issue Date thereof with CDP or a common depositary on behalf of Euroclear and Clearstream or any other agreed clearance system compatible with Euroclear and Clearstream, or with a sub-custodian for the CMU. Beneficial interests in a Temporary Global Note will be exchangeable for interests in a Permanent Global Note from the Exchange Date. Interests in a Permanent Global Note may be exchanged for Definitive Bearer Notes only in the limited circumstances as described therein and summarised below. Bearer Notes will not be exchangeable for Registered Notes, and Registered Notes will not be exchangeable for Bearer Notes. Bearer Notes issued in compliance with the D Rules will be initially represented by a Temporary Global Note.

While any Bearer Note that is issued in compliance with the D Rules is represented by a Temporary Global Note, payments of principal, premium and interest (if any) will be made against presentation of the Temporary Global Note only to the extent that certification (in a form to be provided) to the effect that the beneficial owner of an interest in such Note is not a US person or a person who has purchased for resale to any US person, as required by US Treasury Regulations, has been received by Euroclear, Clearstream and/or CDP and/or the CMU and/or any other such depositary, as applicable, and such clearing agent or depositary, as the case may be, has given a like certification (based on the certifications it has received) to the relevant Trustee or Agent, as the case may be.

From the Exchange Date, interests in such Temporary Global Note will be exchangeable (free of charge) upon request as described therein for interests in a Permanent Global Note without receipts, interest coupons or talons, and in the case of Bearer Notes issued in compliance with the D Rules, against certification of beneficial ownership as described in the immediately preceding paragraph unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, premium or principal due on or after the Exchange Date.

From the Exchange Date, a Permanent Global Note issued under the English Law Trust Deed or the Singapore Law Trust Deed will be exchangeable, in whole and not in part, for Definitive Bearer Notes (i) if the Permanent Global Note was issued in respect of a D Rules Note or if permitted by the relevant Pricing Supplement, (ii) if the Permanent Global Note is held on behalf of a clearing system, such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention to permanently cease business or does in fact do so or an event of default with respect to such Notes has occurred and is continuing, or (iii) in the case of a Permanent Global Note deposited with CDP, (a) an event of default, enforcement event or analogous event entitling an accountholder or the Trustee to declare the Notes to be due and payable as provided in the Conditions has occurred and is continuing, (b) CDP is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise), (c) CDP has announced an intention to permanently cease business and no alternative clearing system is available or (d) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Notes and to continue performing its duties as set out in the Depository Agreement dated 5 August 2021 made between the Issuer and CDP and no alternative clearing system is available.

Each series of Bearer Notes shall comply with the D Rules unless otherwise stated in the relevant Pricing Supplement. The following legend will appear on the face of all Bearer Global Notes, Definitive Bearer Notes, receipts, interest coupons and talons thereon (or in the book or record where the Bearer Notes are held in book-entry form):

> "ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED."

Sections 165(j) and 1287(a) of the US Internal Revenue Code of 1986, as amended (the "US Internal Revenue Code" or the "Code"), generally provide that US beneficial owners, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, receipts, interest coupons or talons thereon and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer Notes, receipts, interest coupons or talons thereon.

Registered Notes

Unless otherwise provided with respect to a particular series of Registered Notes, Registered Notes of each series sold outside the United States in reliance on Regulation S will be represented by interests in a Regulation S Global Note, which may be deposited with, and registered in the name of, CDP or deposited with a common depositary for, and registered in the name of a nominee of, Euroclear and Clearstream, or with a custodian for, and registered in the name of a nominee of, DTC for the accounts of Euroclear and Clearstream, or with a sub-custodian for the CMU. With respect to all offers or sales by a Dealer of an unsold allotment or subscription and in any case prior to expiry of the period that ends 40 days after the later of the date of issue and completion of the distribution of each series of Notes, as certified by the relevant Dealer, in the case of a non-syndicated issue, or the lead manager(s), in the case of a syndicated issue (the "Distribution Compliance Period"), beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a US person (unless, if permitted by the terms of such Notes, registered pursuant to the Securities Act or exempt from registration thereunder) and may be held only through CDP, Euroclear and Clearstream, DTC for the accounts of Euroclear and Clearstream, or the CMU, as the case may be. Regulation S Global Notes will be exchangeable for Definitive Registered Notes only in limited circumstances as more fully described in "Annex A — Global clearance and settlement".

Registered Notes of each series sold to QIBs under Rule 144A will be represented by a DTC Restricted Global Note deposited with a custodian for, and registered in the name of a nominee of, DTC. DTC Restricted Global Notes will be exchangeable for Definitive Registered Notes only in limited circumstances as described in this Offering Circular.

Registered Notes of each series sold to Institutional Accredited Investors will be in definitive form, registered in the name of the holder thereof (a "Definitive IAI Registered Note"). Definitive IAI Registered Notes will, at the request of the Noteholder (except to the extent otherwise indicated in the relevant Pricing Supplement), be issued in exchange for interests in a Registered Global Note upon compliance with the procedures for exchange as described in the Indenture or relevant trust deed.

No beneficial owner of an interest in a Registered Global Note will be able to exchange or transfer that interest, except in accordance with the applicable procedures of DTC, Euroclear, Clearstream, CDP and/or the CMU, in each case, to the extent applicable.

Security Codes

Bearer Notes shall be assigned (as applicable) a Common Code, an International Securities Identification number ("ISIN") and if lodged with a sub-custodian for the CMU, will have a CMU Instrument Number. Registered Notes will be assigned (as applicable) a Common Code, ISIN, Committee on Uniform Securities Identification Procedures ("CUSIP") number and CMU Instrument Number. If a further issuance of Notes of the same series of Notes is issued, the New York Trustee or Agent, as the case may be, shall arrange that the Notes of such further issuance shall be assigned (as applicable) a CUSIP number, Common Code and ISIN that are different from the CUSIP number, Common Code and ISIN, as the case may be, assigned to existing Notes of such series or to Notes of any other series until the end of the Distribution Compliance Period. At the end of the Distribution Compliance Period, the CUSIP number, Common Code and ISIN, as the case may be, thereafter applicable to the Notes of the relevant series will be notified by the New York Trustee or Agent, as the case may be, to the relevant Dealers. The consolidation of any additional Bearer Notes issued under the D Rules into a series of previously issued Bearer Notes with the same Common Code or ISIN can occur only upon (i) exchange of interests in a Temporary Global Note for interests in a Permanent Global Note or Definitive Bearer Notes and (ii) certification of non-US beneficial ownership in accordance with rules in substantially the same form as US Treasury Regulations Section 1.163-5(c)(2)(i)(D)(3) for purposes of Section 4701 of the Code.

Certain tax considerations

The following summary of certain Singapore and US federal income tax consequences of the purchase, ownership and disposition of the Notes is based upon laws, regulations, rulings and decisions now in effect, all of which are subject to change (possibly with retroactive effect). The summary is not to be regarded as advice on the tax position of any holder of the Notes or of any person acquiring, selling or otherwise dealing with the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes and does not purport to deal with the consequences applicable to all categories of investors, some of which may be subject to special rules. You should consult your own tax adviser concerning the application of Singapore and US federal income tax laws to your particular situation as well as any consequences of the purchase, ownership and disposition of the Notes arising under the laws of any other taxing jurisdiction.

Singapore taxation

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the MAS in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retrospective basis, including amendments to the Income Tax (Qualifying Debt Securities) Regulations to include the conditions for the income tax and withholding tax exemptions under the qualifying debt securities ("QDS") scheme for early redemption fee (as defined in the ITA) and redemption premium (as such term has been amended by the ITA). These laws, guidelines and circulars are also subject to various interpretations and the relevant tax authorities or the courts could later disagree with the explanations or conclusions set out below. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any Noteholder or of any person acquiring, selling or otherwise dealing in the Notes or on any tax implications arising from the acquisition, sale or other dealings in respect of the Notes. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive tax incentive(s)) may be subject to special rules or tax rates. Prospective investors are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Notes, including the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Guarantor nor any other persons involved in this Offering Circular accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Notes.

Interest and other payments

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

- any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or
- any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15% final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17%. The applicable rate for non-resident individuals is currently 24%. However, if the payment is derived by a person not resident

in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15%. The above withholding tax rates may be reduced by applicable tax treaties, subject to certain conditions.

Certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from Singapore income tax, including interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium derived from debt securities, except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession in Singapore.

On the basis that the Programme as a whole was arranged by Financial Sector Incentive (Bond Market) ("FSI-BM") Companies (as defined in the ITA) at the time of its establishment to 1 January 2014, and by FSI-BM, Financial Sector Incentive (Standard Tier) or Financial Sector Incentive (Capital Market) Companies (as defined in the ITA) thereafter, and who are also Specified Licensed Entities (as defined below) from 15 February 2023, any tranche of the Notes (the "Relevant Notes") which are debt securities issued under the Programme during the period from the date of this Offering Circular to 31 December 2028 will be QDS for the purposes of the ITA, to which the following treatment shall apply:

- subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require, and the inclusion by the Issuer in all offering documents relating to the Relevant Notes of a statement to the effect that where interest, discount income, early redemption fee or redemption premium from the Relevant Notes is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for qualifying debt securities shall not apply if the non-resident person acquires the Relevant Notes using funds from that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium (collectively, the "Qualifying Income") from the Relevant Notes, derived by a Noteholder who is not resident in Singapore and who (i) does not have any permanent establishment in Singapore, or (ii) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Notes are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax;
- subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require), Qualifying Income from the Relevant Notes derived by any company or body of persons (as defined in the ITA) in Singapore is subject to income tax at a concessionary rate of 10% (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and
- subject to:

  (i) the Issuer including in all offering documents relating to the Relevant Notes a statement to the effect that any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Notes is not exempt from tax shall include such income in a return of income made under the ITA; and

  (ii) the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Notes in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Notes as the MAS may require,

  Qualifying Income derived from the Relevant Notes is not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

- if during the primary launch of any tranche of Relevant Notes, such Relevant Notes are issued to fewer than four persons and 50% or more of the issue of such Relevant Notes is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Notes would not qualify as QDS; and

- even though a particular tranche of Relevant Notes are QDS, if, at any time during the tenure of such tranche of Relevant Notes, 50% or more of such Relevant Notes which are outstanding at any time during the term of such Relevant Notes is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from the Relevant Notes held by:

  (i) any related party of the Issuer; or

  (ii) any other person where the funds used by such person to acquire such Relevant Notes are obtained, directly or indirectly, from any related party of the Issuer,

  shall not be eligible for the tax exemption or concessionary rate of tax as described above.

Pursuant to the ITA, the reference to the term "Specified Licensed Entity" above means:

(i) a bank or merchant bank licensed under the Banking Act 1970 of Singapore;

(ii) a finance company licensed under the Finance Companies Act 1967 of Singapore; or

(iii) a person who holds a capital markets services licence under the SFA to carry on a business in any of the following regulated activities: advising on corporate finance or dealing in capital markets products.

The terms "early redemption fee", "redemption premium" and "related party" are defined in the ITA as follows:

> "early redemption fee", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities;
>
> "redemption premium", in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity or on the early redemption of the securities; and
>
> "related party", in relation to a person ("*A*"), means any person (a) who directly or indirectly controls *A*; (b) who is being controlled directly or indirectly by *A*; or (c) who, together with *A*, is directly or indirectly under the control of a common person.

References to "early redemption fee", "redemption premium" and "related party" in this Singapore tax disclosure have the same meaning as defined in the ITA.

Notwithstanding that the Issuer is permitted to make payments of interest, discount income, early redemption fee or redemption premium in respect of the Relevant Notes without deduction or withholding for tax under Section 45 and Section 45A of the ITA, any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Notes is not exempt from tax is required to include such income in a return of income made under the ITA. Where interest, discount income, early redemption fee or redemption premium is derived from any of the Relevant Notes by any person who (i) is not resident in Singapore and (ii) carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the ITA shall not apply if such person acquires such Relevant Notes using the funds and profits of such person's operations through a permanent establishment in Singapore.

Capital gains

Singapore does not impose tax on capital gains (except in respect of gains from the sale or disposal by certain entities of any movable or immovable property situated outside Singapore that are received or deemed to be received in Singapore from outside Singapore). However, there are no specific laws or regulations which deal with the characterisation of capital gains, and hence, gains arising from the disposal of the Notes may be construed to be of an income nature and subject to income tax, especially if they arise from activities which the Comptroller would regard as the carrying on of a trade or business in Singapore.

In addition, Noteholders who apply or are required to apply FRS 109 *Financial Instruments* ("FRS 109") or Singapore Financial Reporting Standard (International) 9 *Financial Instruments* ("SFRS(I) 9") (as the case may be) for Singapore income tax purposes may be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Notes, irrespective of disposal, in accordance with FRS 109 or SFRS(I) 9 (as the case may be) even though no sale or disposal of the Notes is made. See "Adoption of FRS 109 or SFRS(I) 9 for Singapore income tax purposes" below.

Adoption of FRS 109 or SFRS(I) 9 for Singapore income tax purposes

Section 34AA of the ITA requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The Inland Revenue Authority of Singapore has also issued a circular entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 *Financial Instruments*".

Holders of the Notes who may be subject to the tax treatment under Section 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Notes.

Estate duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

United States federal income taxation

The following is a summary of certain material US federal income tax consequences of the acquisition, ownership and disposition by a US Holder (as defined below) of certain types of Notes that may be issued under the Programme. This summary does not address the material US federal income tax consequences of every type of Note which may be issued under the Programme, and the relevant Pricing Supplement will contain additional or modified disclosure concerning the material US federal income tax consequences relevant to such type of Note as appropriate. This summary deals only with purchasers of Notes that are US Holders and that will hold the Notes as capital assets. The discussion does not cover all aspects of US federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Notes by particular investors, and does not address state, local, foreign or tax laws other than US federal income tax law. In particular, this summary does not discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the US federal income tax laws (such as partnerships or other pass-through entities, investors subject to special tax accounting rules as a result of any item of gross income with respect to the Notes being taken into account in an applicable financial statement, financial institutions, insurance companies, investors liable for any alternative minimum tax, individual retirement accounts and other tax-deferred accounts, tax-exempt organisations, dealers in securities or currencies, investors that will hold the Notes as part of straddles, hedging transactions or conversion transactions for US federal income tax purposes, investors whose functional currency is not the US dollar) or persons holding Notes in connection with a trade or business conducted outside the United States. Moreover, the summary deals only with Notes with a fixed term of 30 years or less. The US federal income tax consequences of owning Notes with a longer term will be discussed in the relevant Pricing Supplement. This summary does not address any aspect of the Medicare contribution tax on net investment income.

This summary pertains only to Registered Notes. A US Holder who owns a Bearer Note may be subject to limitations under US federal income tax law, including the limitations provided in Sections 165(j) and 1287(a) of the United States Internal Revenue Code of 1986, as amended (the "Code").

The following summary does not discuss Notes that are characterised as contingent payment debt instruments for US federal income tax purposes. In the event the Issuer issues contingent payment debt instruments, the relevant Pricing Supplement will describe the material US federal income tax consequences thereof.

As used herein, the term "US Holder" means a beneficial owner of Notes that is, for US federal income tax purposes, (i) a citizen or resident of the United States, (ii) a corporation, or other entity treated as a corporation, created or organised under the laws of the United States or any State thereof (including the District of Columbia), (iii) an estate the income of which is subject to US federal income tax without regard to its source or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more US persons have the authority to control all substantial decisions of the trust, or the trust has properly elected to be treated as a domestic trust for US federal income tax purposes.

The US federal income tax treatment of a partner in a partnership (including other entities treated as a partnership for US federal income tax purposes) that holds Notes will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are partnerships should consult their tax advisers concerning the US federal income tax consequences to them and their partners of the acquisition, ownership and disposition of Notes by the partnership.

The summary is based on the tax laws of the United States including the Code, its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as at the date of this Offering Circular and all subject to change at any time, possibly with retroactive effect.

THE SUMMARY OF US FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF ACQUIRING, OWNING AND DISPOSING OF THE NOTES, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, NON-US AND OTHER TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

Characterisation of the Notes

Whether a note is treated as debt (and not equity) for US federal income tax purposes is an inherently factual question and no single factor is determinative. Except as set forth in the applicable Pricing Supplement, Temasek believes that the Notes will be treated as indebtedness for US federal income tax purposes, although no opinions have been sought, and no assurances can be given, with respect to such treatment. The following discussion assumes that such treatment will be respected.

Payments of Interest

General

Interest on a Note, whether payable in US dollars or a currency other than US dollars (a "foreign currency"), other than interest on a "Discount Note" that is not "qualified stated interest" (each as defined below under "— Original issue discount — General"), will be taxable to a US Holder as ordinary income at the time it is received or accrued, depending on such US Holder's method of accounting for US federal income tax purposes. Interest paid by the Issuer on the Notes and original issue discount ("OID"), if any, accrued with respect to the Notes (as described below under "— Original issue discount") will constitute income from sources outside the United States for foreign tax credit purposes.

Effect of Singapore withholding taxes

As discussed in "— Singapore taxation", under current law Qualifying Income derived from the Relevant Notes is not subject to withholding tax by the Issuer, provided certain conditions are satisfied. However, in other cases payments of interest in respect of the Notes may be subject to Singapore withholding taxes. As discussed under "Description of the Notes governed by New York law — Payments of Additional Amounts", "Terms and conditions of the Notes governed by Singapore law — Taxation", and "Terms and conditions of the Notes governed by English law — Taxation", the Issuer may become liable for the payment of Additional Amounts to US Holders so that US Holders receive the same amounts they would have received had no Singapore withholding taxes been imposed. For US federal income tax purposes, US Holders will be treated as having actually received the amount of any Singapore taxes withheld by the Issuer with respect to a Note, includable in such US Holder's income at the time such amount is received or accrued in accordance with such US Holder's method of US federal income tax accounting, and as then having actually paid over the withheld taxes to the Singapore taxing authorities. As a result of this rule, the amount of interest income (including Additional Amounts, if any) included in gross income for US federal income tax purposes by a US Holder with respect to a payment of interest may be greater than the amount of cash actually received (or receivable) by the US Holder from the Issuer with respect to the payment.

Subject to certain limitations, a US Holder may generally be entitled to a credit against its US federal income tax liability, or a deduction in computing its US federal taxable income, for Singapore income taxes withheld by the Issuer (paid at the rate applicable to a US Holder). Certain US Treasury regulations that apply to foreign income taxes paid or accrued in taxable years beginning on or after December 28, 2021 restrict the availability of any such credit based on the nature of the tax imposed by the foreign jurisdiction, although the IRS has provided temporary relief from the application of certain aspects of these regulations until new guidance or regulations are issued. US holders are urged to consult their tax advisors regarding the creditability of any such tax imposed by Singapore. Interest,

OID and market discount will constitute foreign source income, which is generally passive category income. For purposes of the foreign tax credit limitation, foreign source income is classified as belonging to a specified "basket", and the credit for foreign taxes on income in any basket is limited to US federal income tax allocable to that basket. In certain circumstances, a US Holder may be unable to claim foreign tax credits (but may be allowed deductions) for Singapore taxes imposed on a payment of interest if the US Holder has not met certain holding period requirements. Since a US Holder may be required to include OID on the Notes in its gross income in advance of any withholding of Singapore income taxes from payments attributable to the OID (which could occur when the Note is repaid or redeemed), a US Holder may not be entitled to a credit or deduction for these Singapore income taxes in the year the OID is included in the US Holder's gross income, and may be limited in its ability to credit or deduct in full the Singapore taxes in the year those taxes are actually withheld by the Issuer. The Issuer has not made any determination as to whether the Singapore taxes are creditable for US federal income tax purposes. Prospective purchasers should consult their tax advisers concerning the foreign tax credit or deductibility implications of the payment of any Singapore taxes.

Original issue discount

General

The following is a summary of certain US federal income tax consequences of the acquisition, ownership and disposition of Notes issued with OID.

A Note, other than a Note with a term of one year or less from its date of issuance, taking into account its issue date or maturity date, but not both dates (a "Short-Term Note"), will be treated as issued with OID (a "Discount Note") if the excess of the Note's "stated redemption price at maturity" over its issue price is greater than or equal to a *de minimis* amount (0.25% of the Note's stated redemption price at maturity multiplied by the number of complete years to its maturity). An obligation that provides for the payment of amounts other than qualified stated interest before maturity (an "instalment obligation") will be treated as a Discount Note if the excess of the Note's stated redemption price at maturity over its issue price is greater than or equal to 0.25% of the Note's stated redemption price at maturity multiplied by the weighted average maturity of the Note. A Note's weighted average maturity for this purpose is the sum of the following amounts determined for each payment on a Note (other than a payment of qualified stated interest): (i) the number of complete years from the issue date until the payment is made multiplied by (ii) a fraction, the numerator of which is the amount of the payment and the denominator of which is the Note's stated redemption price at maturity. Generally, the issue price of a Note will be the first price at which a substantial amount of Notes included in the issue of which the Note is a part is sold for money to persons other than bond houses, brokers, or similar persons or organisations acting in the capacity of underwriters, placement agents, or wholesalers. The stated redemption price at maturity of a Note is the total of all payments provided by the Note that are not payments of "qualified stated interest". A qualified stated interest payment is generally any one of a series of stated interest payments on a Note that are unconditionally payable in cash or in property (other than debt instruments of the Issuer) at least annually at a single fixed rate (with certain exceptions for different rates that take into account different compounding periods), or a variable rate (in the circumstances described below under "— Variable Interest Rate Notes"), applied to the outstanding principal amount of the Note. Solely for the purposes of determining whether a Note has OID, the Issuer will be deemed to exercise any unconditional call option that has the effect of decreasing the yield on the Note, and the US Holder will be deemed to exercise any unconditional put option that has the effect of increasing the yield on the Note.

US Holders of Discount Notes (regardless of their method of accounting) must include OID in income as it accrues, using a constant-yield method generally before the receipt of cash attributable to the income, and generally will have to include in income increasingly greater amounts of OID over the life of the Discount Notes. The amount of OID includible in income by a US Holder of a Discount Note is the sum of the daily portions of OID with respect to the Discount Note for each day during the taxable year or portion of the taxable year on which the US Holder holds the Discount Note ("accrued OID"). The daily portion is determined by allocating to each day in any "accrual period" a pro rata portion of the OID allocable to that accrual period. Accrual periods with respect to a Discount Note may be of any length and may vary in length over the term of the Discount Note as long as (i) no accrual period is longer than one year and (ii) each scheduled payment of interest or principal on the Discount Note occurs on either the final or first day of an accrual period. The amount of OID allocable to an accrual

period equals the excess of (a) the product of the Discount Note's adjusted issue price at the beginning of the accrual period and the Discount Note's yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over (b) the sum of the payments of qualified stated interest on the Discount Note allocable to the accrual period. The "adjusted issue price" of a Discount Note at the beginning of any accrual period generally is the issue price of the Discount Note increased by (x) the amount of accrued OID for each prior accrual period and decreased by (y) the amount of any payments previously made on the Discount Note that were not qualified stated interest payments.

Acquisition premium

A US Holder that purchases a Discount Note for an amount less than or equal to the sum of all amounts payable on the Discount Note after the purchase date, other than payments of qualified stated interest, but in excess of its adjusted issue price (any such excess being "acquisition premium") and that does not make the election described below under "— Election to treat all interest as original issue discount", is permitted to reduce the daily portions of OID which must be included in income by a fraction, the numerator of which is the excess of the US Holder's adjusted basis in the Discount Note immediately after its purchase over the Discount Note's adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the Discount Note after the purchase date, other than payments of qualified stated interest, over the Discount Note's adjusted issue price.

Market discount

A Note, other than a Short-Term Note, generally will be treated as purchased at a market discount (a "Market Discount Note") if the Note's stated redemption price at maturity or, in the case of a Discount Note, the Discount Note's "revised issue price", exceeds the amount for which the US Holder purchased the Note by at least 0.25% of the Note's stated redemption price at maturity or revised issue price, respectively, multiplied by the number of complete years to the Note's maturity (or, in the case of a Note that is an instalment obligation, the Note's weighted average maturity). If this excess is not sufficient to cause the Note to be a Market Discount Note, then the excess constitutes *"de minimis* market discount". For this purpose, the revised issue price of a Discount Note generally equals its issue price, increased by the amount of any OID that has accrued on the Note and decreased by the amount of any payments previously made on the Note that were not qualified stated interest payments.

Any gain recognised on the maturity or disposition of a Market Discount Note (including any payment on a Market Discount Note that is not qualified stated interest) will be treated as ordinary income to the extent that the gain does not exceed the market discount that has been accrued on the Note while held by such US Holder. Alternatively, a US Holder of a Market Discount Note may elect to include market discount in income currently over the life of the Note. This election shall apply to all debt instruments with market discount acquired by the electing US Holder on or after the first day of the first taxable year to which the election applies. This election may not be revoked without the consent of the IRS. A US Holder of a Market Discount Note that does not elect to include market discount in income currently will generally be required to defer deductions for certain interest on borrowings incurred to purchase or carry a Market Discount Note, to the extent that this excess interest expense does not exceed the portion of the market discount allocable to the days on which the Market Discount Note was held by the US Holder.

Market discount generally will accrue on a straight-line basis unless the US Holder elects to accrue the market discount on a constant-yield method. This election applies only to the Market Discount Note with respect to which it is made and may not be revoked without the consent of the IRS.

Election to treat all interest as original issue discount

A US Holder may elect to include in gross income all interest that accrues on a Note using the constant-yield method described above under "— General", with certain modifications. For purposes of this election, interest includes stated interest, acquisition discount, OID, *de minimis* OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium (described below under "— Notes purchased at a premium") or acquisition premium. This election will generally apply only to the Note with respect to which it is made and may not be revoked without the consent of the IRS. If the election to apply the constant-yield method to all interest on a Note is made with respect to a Market Discount Note, the electing US Holder will be treated as having made the election discussed above under "Market Discount" to include market discount in income

currently over the life of all debt instruments with market discount acquired by the US Holder on or after the first day of the first taxable year to which the election applies, and if the election to apply the constant yield method to all interest on a Note is made with respect to a Note purchased at a premium, the electing US Holder will be treated as having made the election discussed below under "— Notes purchased at a premium" to amortise bond premium on all taxable bonds held or thereafter acquired by the US Holder. US Holders should consult their tax advisers concerning the consequences of this election.

Variable Interest Rate Notes

It is expected that Notes that provide for interest at variable rates ("Variable Interest Rate Notes") generally will bear interest at a "qualified floating rate" and thus will be treated as "variable rate debt instruments" under US Treasury Regulations governing accrual of OID. A Variable Interest Rate Note will qualify as a "variable rate debt instrument" if (a) its issue price does not exceed the total non-contingent principal payments due under the Variable Interest Rate Note by more than a specified *de minimis* amount, (b) it provides for stated interest, paid or compounded at least annually, at (i) one or more qualified floating rates, (ii) a single fixed rate and one or more qualified floating rates, (iii) a single objective rate, or (iv) a single fixed rate and a single objective rate that is a qualified inverse floating rate and (c) a qualified floating rate or objective rate in effect at any time during the term of the instrument must be set at a "current value" of that rate. A "current value" of a rate is the value of the rate on any day that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

A "qualified floating rate" is any variable rate where variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Interest Rate Note is denominated. A fixed multiple of a qualified floating rate will constitute a qualified floating rate only if the multiple is greater than 0.65 but not more than 1.35. A variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate, will also constitute a qualified floating rate. In addition, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Variable Interest Rate Note (e.g., two or more qualified floating rates with values within 25 basis points of each other as determined on the Variable Interest Rate Note's issue date) will be treated as a single qualified floating rate. Notwithstanding the foregoing, a variable rate that would otherwise constitute a qualified floating rate but which is subject to one or more restrictions such as a governor, a maximum numerical limitation (i.e., a cap) or a minimum numerical limitation (i.e., a floor) may, under certain circumstances, fail to be treated as a qualified floating rate unless the governor, cap or floor is fixed throughout the term of the Note or if certain other conditions are met.

An "objective rate" is a rate that is not itself a qualified floating rate but which is determined using a single fixed formula and which is based on objective financial or economic information (e.g., one or more qualified floating rates or the yield of actively traded personal property). A rate will not qualify as an objective rate if it is based on information that is within the control of the Issuer (or a related party) or that is unique to the circumstances of the Issuer (or a related party), such as dividends, profits or the value of the Issuer's stock (although a rate does not fail to be an objective rate merely because it is based on the credit quality of the Issuer). Other variable interest rates may be treated as objective rates if so designated by the IRS in the future. Despite the foregoing, a variable rate of interest on a Variable Interest Rate Note will not constitute an objective rate if it is reasonably expected that the average value of the rate during the first half of the Variable Interest Rate Note's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Variable Interest Rate Note's term.

A "qualified inverse floating rate" is any objective rate equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate. If a Variable Interest Rate Note provides for stated interest at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate for a subsequent period and if the value of the variable rate on the Variable Interest Rate Note's issue date is intended to approximate the fixed rate (e.g., the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 25 basis points), then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be.

If a Variable Interest Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof qualifies as a "variable rate debt instrument", then any stated interest on the Variable Interest Rate Note which is unconditionally payable in cash or property (other than debt instruments of the Issuer) at least annually will constitute qualified stated interest and will be taxed accordingly. Thus, a Variable Interest Rate Note that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof and that qualifies as a "variable rate debt instrument" will generally not be treated as having been issued with OID unless the Variable Interest Rate Note is issued at a price that is below the Note's stated redemption price at maturity by more than a specified *de minimis* amount. OID on a Variable Interest Rate Note arising from such discount is allocated to an accrual period using the constant-yield method described above by assuming that the variable rate is a fixed rate equal to (i) in the case of a qualified floating rate or qualified inverse floating rate, the value, as at the issue date, of the qualified floating rate or qualified inverse floating rate, or (ii) in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the Variable Interest Rate Note.

In general, any other Variable Interest Rate Note that qualifies as a "variable rate debt instrument" will be converted into an "equivalent" fixed rate debt instrument for purposes of determining the amount and accrual of any OID and qualified stated interest on the Variable Interest Rate Note. Such a Variable Interest Rate Note must be converted into an "equivalent" fixed rate debt instrument by substituting any qualified floating rate or qualified inverse floating rate provided for under the terms of the Variable Interest Rate Note with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as at the Variable Interest Rate Note's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Variable Interest Rate Note is converted into a fixed rate that reflects the yield that is reasonably expected for the Variable Interest Rate Note. In the case of a Variable Interest Rate Note that qualifies as a "variable rate debt instrument" and provides for stated interest at a fixed rate (other than a fixed rate for an initial period of one year or less which is followed by a variable rate and is treated as constituting, together with such variable rate, a single variable rate as described above) in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the Variable Interest Rate Note provides for a qualified inverse floating rate). Under these circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market value of the Variable Interest Rate Note as at the Variable Interest Rate Note's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the Variable Interest Rate Note is converted into an "equivalent" fixed rate debt instrument in the manner described above.

Once the Variable Interest Rate Note that qualifies as a "variable rate debt instrument" is converted into an "equivalent" fixed rate debt instrument pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the "equivalent" fixed rate debt instrument by applying the general OID rules to the "equivalent" fixed rate debt instrument and a US Holder of the Variable Interest Rate Note will account for the OID and qualified stated interest as if the US Holder held the "equivalent" fixed rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest and any OID assumed to have been accrued or paid with respect to the "equivalent" fixed rate debt instrument in the event that these amounts differ from the actual amount of interest accrued or paid on the Variable Interest Rate Note during the accrual period.

If a Variable Interest Rate Note does not qualify as a "variable rate debt instrument", then the Variable Interest Rate Note will be treated as a contingent payment debt obligation. The US federal income tax treatment of Variable Interest Rate Notes that are treated as contingent payment debt obligations will be more fully described in the relevant Pricing Supplement.

Short-term Notes

In general, an individual or other cash basis US Holder of a Short-Term Note is not required to accrue OID (as specially defined below for the purposes of this paragraph) for US federal income tax purposes unless it elects to do so (but the US Holder may be required to include any stated interest in income as the interest is received). Accrual basis US Holders and certain other US Holders are required to accrue

OID on Short-Term Notes on a straight-line basis or, if the US Holder so elects, under the constant-yield method (based on daily compounding). In the case of a US Holder not required and not electing to include OID in income currently, any gain recognised on the sale or retirement of the Short-Term Note will be ordinary income to the extent of the OID accrued on a straight-line basis (or, if an election was made, based on the constant-yield method) through the date of sale or retirement. US Holders who are not required and do not elect to accrue OID on Short-Term Notes will be required to defer deductions for interest on borrowings allocable to Short-Term Notes in an amount not exceeding the deferred income until the deferred income is recognised.

For purposes of determining the amount of OID subject to these rules, all interest payments on a Short-Term Note are included in the Short-Term Note's stated redemption price at maturity. A US Holder not otherwise required to accrue OID may elect to do so on a Short-Term Note as if the Short-Term Note had been originally issued to the US Holder at the US Holder's purchase price for the Short-Term Note. This election shall apply to all obligations with a maturity of one year or less acquired by the US Holder on or after the first day of the first taxable year to which the election applies, and may not be revoked without the consent of the IRS.

Additional Notes

The Issuer may, without the consent of the Noteholders, issue additional Notes with identical terms. These additional Notes, even if they are treated for non-tax purposes as part of the same series as the original Notes, in some cases may be treated as a separate series for US federal income tax purposes. In such case, the additional Notes may be considered to have been issued with OID even if the original Notes had no OID, or the additional Notes may have a greater amount of OID than the original Notes. These differences may affect the market value of the original Notes.

Notes purchased at a premium

A US Holder that purchases a Note for an amount in excess of its principal amount, or in the case of a Discount Note, its stated redemption price at maturity will generally have "amortisable bond premium" to the extent of such excess. If so, the US Holder will not be required to include any OID in its income. In addition, the US Holder may elect to amortise such premium, in which case the amount required to be included in the US Holder's income each year with respect to qualified stated interest on the Note will be reduced by the amount of amortisable bond premium allocable (based on the Note's yield to maturity) to that year (or, if it results in a smaller amortisable bond premium attributable to the period before the date of redemption as described under "Description of the Notes governed by New York law — Optional redemption," "Terms and conditions of the Notes governed by Singapore law — Redemption, Purchase and Options — Redemption at the option of the Issuer" or "Terms and conditions of the Notes governed by English law — Redemption, Purchase and Options — Redemption at the option of the Issuer," an amount computed with reference to the amount payable on the earlier date of redemption). Any election to amortise bond premium shall apply to all bonds with amortisable bond premium (other than bonds the interest on which is excludable from gross income for US federal income tax purposes) held by the US Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the US Holder, and is irrevocable without the consent of the IRS. See also "— Original issue discount — Election to treat all interest as original issue discount".

Substitution of Issuer

The terms of the Notes provide that, in certain circumstances, the obligations of the Issuer and the Guarantor under the Notes may be assumed by another entity. Depending on the circumstances, such assumption might be treated for US federal income tax purposes as a deemed disposition of Notes by a US Holder in exchange for new notes issued by the new obligor. As a result of this deemed disposition, a US Holder may generally be required to recognise gain or loss for US federal income tax purposes equal to the difference, if any, between the issue price of the new notes (as determined for US federal income tax purposes), and the US Holder's tax basis in the Notes, and the "new" Notes could be treated as issued with OID or a greater amount of OID for US federal income tax purposes. US Holders should consult their tax advisors regarding the tax consequences of any such substitution. However, under the Indenture and the English Law Trust deed, if the Issuer's obligations relating to the Notes are assumed by a Successor Entity as a result of certain consolidation, merger or sale of assets, such Successor Entity must deliver to the New York Trustee or the English Trustee (as applicable) an opinion of US tax counsel of recognised standing to the effect that the beneficial owners of such Notes will not recognise income, gain or loss for US federal income tax purposes as a result of such

transaction and will be subject to US federal income tax on the same amounts and in the same manner and at the same times as would be the case as if the transaction had not occurred. US Holders should consult their tax advisers concerning the US federal income tax consequences to them of a change in obligor with respect to the Notes.

Purchase, sale or retirement of Notes

A US Holder's adjusted tax basis in a Note will generally be its cost, increased by the amount of any OID or market discount included in the US Holder's income with respect to the Note and the amount, if any, of income attributable to *de minimis* OID and *de minimis* market discount included in the US Holder's income with respect to the Note, and reduced by (i) the amount of any payments that are not qualified stated interest payments, and (ii) the amount of any amortisable bond premium previously applied to reduce interest on the Note.

A US Holder will generally recognise gain or loss on the sale or retirement of a Note equal to the difference between the amount realised on the sale or retirement and the adjusted tax basis of the Note. The amount realised does not include the amount attributable to accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income. Except to the extent described above under "— Original issue discount — Market discount" or "— Original issue discount — Short-Term Notes" or attributable to changes in exchange rates (as discussed below), gain or loss recognised on the sale or retirement of a Note will be capital gain or loss and will be long-term capital gain or loss if the US Holder's holding period in the Notes exceeds one year.

Gain or loss realised by a US Holder on the sale or retirement of a Note generally will be US source for foreign tax credit purposes. The deductibility of capital losses is subject to limitations.

Foreign currency notes

Interest

If an interest payment is denominated in, or determined by reference to, a foreign currency, the amount of income recognised by a cash basis US Holder will be the US dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into US dollars.

An accrual basis US Holder may determine the amount of income recognised with respect to an interest payment denominated in, or determined by reference to, a foreign currency in accordance with either of two methods. Under the first method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period (or, in the case of an accrual period that spans two taxable years, the part of the period within the taxable year).

Under the second method, the US Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period (or, in the case of an accrual period that spans two taxable years, the part of the period within the taxable year). Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period, an electing accrual basis US Holder may instead translate the accrued interest into US dollars at the exchange rate in effect on the day of actual receipt. Any such election will apply to all debt instruments held by the US Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the US Holder, and will be irrevocable without the consent of the IRS.

Upon receipt of an interest payment (including a payment attributable to accrued but unpaid interest upon the sale or retirement of a Note) denominated in, or determined by reference to, a foreign currency, an accrual basis US Holder may recognise US source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into US dollars at the spot rate on the date of receipt) and the US dollar amount previously accrued, regardless of whether the payment is in fact converted into US dollars.

OID

OID for each accrual period on a Discount Note that is denominated in, or determined by reference to, a foreign currency, will be determined in the foreign currency and then translated into US dollars in the same manner as stated interest accrued by an accrual basis US Holder, as described above. Upon receipt of an amount attributable to OID (whether in connection with a payment on the Note or a sale of the Note), a US Holder may recognise US source exchange gain or loss (taxable as ordinary

income or loss) equal to the difference between the amount received (translated into US dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into US dollars.

Market discount

Market discount on a Note that is denominated in, or determined by reference to, a foreign currency, will be accrued in the foreign currency. If the US Holder elects to include market discount in income currently, the accrued market discount will be translated into US dollars at the average exchange rate for the accrual period (or portion thereof within the US Holder's taxable year). Upon the receipt of an amount attributable to accrued market discount, the US Holder may recognise US source exchange gain or loss (which will be taxable as ordinary income or loss) determined in the same manner as for accrued interest or OID. A US Holder that does not elect to include market discount in income currently will recognise, upon the disposition or maturity of the Note, the US dollar value of the amount accrued, calculated at the spot rate on that date, and no part of this accrued market discount will be treated as exchange gain or loss.

Bond premium

Bond premium (including acquisition premium) on a Note that is denominated in, or determined by reference to, a foreign currency, will be computed in units of the foreign currency, and any such bond premium that is taken into account currently will reduce interest income in units of the foreign currency. On the date bond premium offsets interest income, a US Holder may recognise US source exchange gain or loss (taxable as ordinary income or loss) measured by the difference between the spot rate in effect on that date, and on the date the Notes were acquired by the US Holder. A US Holder that does not elect to take bond premium (other than acquisition premium) into account currently will recognise a capital loss when the Note matures.

Sale or retirement

As discussed above under "— Purchase, sale or retirement of Notes", a US Holder will generally recognise gain or loss on the sale or retirement of a Note equal to the difference between the amount realised on the sale or retirement and its adjusted tax basis in the Note. A US Holder's adjusted tax basis in a Note that is denominated in a foreign currency will be determined by reference to the US dollar cost of the Note. The US dollar cost of a Note purchased with foreign currency will generally be the US dollar value of the purchase price on the date of purchase or, in the case of Notes traded on an established securities market, as defined in the applicable Treasury Regulations, that are purchased by a cash basis US Holder (or an accrual basis US Holder that so elects), on the settlement date for the purchase.

The amount realised on a sale or retirement of a Note for an amount in foreign currency will be the US dollar value of this amount on the date of sale or retirement or, in the case of Notes traded on an established securities market, as defined in the applicable Treasury Regulations, sold by a cash basis US Holder (or an accrual basis US Holder that so elects), on the settlement date for the sale. Such an election by an accrual basis US Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS.

A US Holder will recognise US source exchange gain or loss (taxable as ordinary income or loss) on the sale or retirement of a Note equal to the difference, if any, between the US dollar values of the purchase price of the Note (i) on the date of sale or retirement and (ii) the date on which the US Holder acquired the Note. Any such exchange gain or loss will be realised only to the extent of total gain or loss realised on the sale or retirement.

Disposition of foreign currency

Foreign currency received as interest on a Note or on the sale or retirement of a Note will have a tax basis equal to its US dollar value at the time the interest is received or at the time of the sale or retirement. Foreign currency that is purchased will generally have a tax basis equal to the US dollar value of the foreign currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of foreign currency (including its use to purchase Notes or upon exchange for US dollars) will be US source ordinary income or loss.

Backup withholding and information reporting

In general, payments of interest and accrued OID on, and the proceeds of a sale, redemption or other disposition of, the Notes, payable to a US Holder by a US paying agent or other US-related intermediary will be reported to the IRS and to the US Holder to the extent required under applicable regulations. Backup withholding will apply to these payments and to accruals of OID if the US Holder fails to provide an accurate taxpayer identification number or certification of exempt status or if the US Holder had been notified that it is subject to backup withholding because of a failure to report all interest and dividends required to be shown on its US federal income tax returns. Certain US Holders are not subject to backup withholding. US Holders should consult their tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption or refund.

Reportable transactions

US Treasury Regulations require a US taxpayer that participates in a "reportable transaction" to disclose this participation to the IRS. The scope and application of these rules is not entirely clear. A US Holder may be required to treat any foreign currency exchange loss from the Notes as a reportable transaction if the loss exceeds a certain threshold in a single taxable year, if the US Holder is an individual or trust, or higher amounts for other non-individual US Holders. In the event the acquisition, holding or disposition of Notes constitutes participation in a "reportable transaction" for purposes of these rules, a US Holder will be required to disclose its investment by filing Form 8886 with the IRS. A certain penalty is generally imposed on any taxpayer that fails to timely file an information return with the IRS with respect to a transaction resulting in a loss that is treated as a reportable transaction. Prospective purchasers are urged to consult their tax advisers regarding the application of these rules to the acquisition, holding or disposition of Notes.

Foreign Account Tax Compliance Act

Pursuant to Sections 1471 to 1474 of the Code (provisions commonly referred to as "FATCA"), and subject to the proposed regulations discussed below, non-US financial institutions through which payments on the Notes are made may be required to withhold tax on all, or a portion of, payments made on any Notes issued or materially modified on or after the date that is six months after final US Treasury Regulations defining the term "foreign passthru payment" are filed with the United States Federal Register. Under proposed regulations, any withholding on "foreign passthru payments" on Notes that are not otherwise grandfathered would apply to such payments made on or after the date that is two years after the date of publication in the United States Federal Register of applicable final regulations defining "foreign passthru payments". However, if additional Notes are issued after the expiration of the grandfathering period, have the same CUSIP or ISIN as the original Notes, and are subject to withholding under FATCA, then withholding agents may treat all such Notes, including the original Notes, as subject to withholding under FATCA. Taxpayers generally may rely on these proposed regulations until final regulations are issued. No such final regulations defining "foreign passthru payments" have been issued as of the date of this Offering Circular. The rules governing FATCA are subject to change, and the future application of FATCA to the Notes is uncertain. However, such withholding by a non-US financial institution through which payments on the Notes are made, may be required, among others, where (i) such non-US financial institution is a foreign financial institution ("FFI") that agrees to provide certain information on its account holders to the IRS (making such non-US financial institution a "participating FFI") and (ii)(a) the payee itself is an FFI but is not a participating FFI or does not provide information sufficient for the relevant participating FFI to determine whether the payee is subject to withholding under FATCA or (b) the payee is not a participating FFI and is not otherwise exempt from FATCA withholding. Singapore has an intergovernmental agreement ("IGA") with the United States to implement FATCA. Guidance regarding compliance with FATCA and the IGA may alter the rules described herein, including treatment of foreign passthru payments. Notwithstanding anything herein to the contrary, if an amount of, or in respect of, withholding tax were to be deducted or withheld from interest, principal or other payments on the Notes as a result of FATCA, neither the Issuer nor Temasek nor any other person would, pursuant to terms of the Notes, be required to pay any additional amounts as a result of the deduction or withholding of such tax. **THE RULES GOVERNING FATCA ARE COMPLICATED. INVESTORS SHOULD CONSULT THEIR TAX ADVISERS TO DETERMINE WHETHER THESE RULES MAY APPLY TO PAYMENTS THEY WILL RECEIVE UNDER THE NOTES.**

Benefit plan investor considerations

The US Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes fiduciary standards and certain other requirements on employee benefit plans subject thereto, including collective investment funds, separate accounts, and other entities or accounts whose underlying assets are treated as assets of such plans pursuant to the US Department of Labor "plan assets" regulation at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (the "Plan Assets Regulation"), or otherwise (collectively, "ERISA Plans"), and on those persons who are fiduciaries with respect to ERISA Plans. Before authorising an investment in the Notes, fiduciaries of ERISA Plans should consider, among other matters, (i) ERISA's fiduciary standards, (ii) whether the investment in the Notes by the ERISA Plan satisfies the prudence and diversification requirements of ERISA, taking into account the overall investment policies of the ERISA Plan, the composition of the ERISA Plan's portfolio and the limitations on the marketability of the Notes, (iii) whether the fiduciaries have authority to make an investment in the Notes under the applicable ERISA Plan investment policies and governing instruments and (iv) rules under ERISA and the US Internal Revenue Code that prohibit ERISA Plan fiduciaries from causing an ERISA Plan to engage in a "prohibited transaction".

Due to the complexity of these rules and the penalties that may be imposed upon persons involved in a non-exempt prohibited transaction, it is particularly important that fiduciaries or other persons considering purchasing the Notes on behalf of or with "plan assets" of any ERISA Plan consult with their counsel regarding the potential consequences if the assets of the Issuer were deemed to be "plan assets" and the availability of exemptive relief under any applicable prohibited transaction class exemption or statutory exemption.

Section 406 of ERISA and Section 4975 of the US Internal Revenue Code prohibit certain transactions involving the assets of an ERISA Plan (as well as those plans that are not subject to ERISA but which are subject to Section 4975 of the US Internal Revenue Code (together with ERISA Plans, "Plans")) and certain persons (referred to as "parties in interest" under ERISA or "disqualified persons" under the US Internal Revenue Code) having certain relationships to such Plans, unless a statutory or administrative exemption applies to the transaction. In particular, a sale or exchange of property or an extension of credit between a Plan and a "party in interest" or "disqualified person" may constitute a prohibited transaction. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes or other liabilities under ERISA and the US Internal Revenue Code. In addition, a fiduciary of the Plan who engages in a non-exempt prohibited transaction may be subject to penalties and liabilities under ERISA and the US Internal Revenue Code.

Because of the foregoing restrictions, the Notes may not be purchased or held by any Plan, or any person acting on behalf of or investing "plan assets" of any Plan, unless that purchase and holding is covered by an applicable prohibited transaction class exemption or statutory exemption or otherwise will not constitute or result in a non-exempt prohibited transaction. Any purchaser or holder of the Notes or any interest therein will be deemed to have represented by its purchase or holding thereof that (I) either (a) it is not and is not using the assets of any (i) Plan or (ii) governmental, church or non-US plan that is subject to federal, state, local or non-US law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the US Internal Revenue Code ("Similar Law") or (iii) entity whose assets are treated as assets of any Plan or plan subject to Similar Law, or (b) its purchase, holding and subsequent disposition of a Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the US Internal Revenue Code, a violation of applicable Similar Law or an unauthorised delegation of fiduciary authority, and (II) if it is, or is purchasing or holding the Notes on behalf of or with the assets of, a Plan, (i) none of the Issuer, Temasek, the Arrangers or the Dealers or any of their respective affiliates has provided any investment recommendation or investment advice to the Plan, or its fiduciary or other person investing the Plan's assets ("Plan Fiduciary"), in connection with the decision to invest in the Notes, and none of them is otherwise undertaking to act as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the US Internal Revenue Code, to the Plan or the Plan Fiduciary in connection with its investment in the Notes (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited), and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

In addition to the concern that the purchase or holding of Notes by Plans not result in any prohibited transactions, it is also important that such purchase or holding does not cause the Issuer to be deemed to be holding "plan assets". Under the terms of the Plan Assets Regulation, if the Issuer were deemed

to hold plan assets by reason of a Plan's investment in the Notes, those plan assets would include an undivided interest in the assets held by the Issuer and Temasek. If the assets and transactions of the Issuer and Temasek were to be subject to the fiduciary responsibility provisions of Title I of ERISA and the prohibited transaction provisions of ERISA and the US Internal Revenue Code, the Issuer, investing Plan fiduciaries and parties in interest or disqualified persons with respect to Plans could be subject to substantial liabilities, excise taxes and penalties on any non-exempt prohibited transactions and liability as a result of an unauthorised delegation of fiduciary duty. Under the Plan Assets Regulation, the assets of the Issuer would be deemed to be "plan assets" of an ERISA Plan for purposes of ERISA and Section 4975 of the US Internal Revenue Code if "plan assets" were used to acquire an equity interest in the Issuer and no exception were applicable under the Plan Assets Regulation. An "equity interest" is defined under the Plan Assets Regulation as any interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Temasek believes the Notes are properly characterised as debt and, accordingly, the acquisition and holding of the Notes by Plans should not result in the Issuer being deemed to hold "plan assets". However, the treatment of the Notes as debt, rather than equity, is not entirely free from doubt and therefore no assurances can be given, either in this regard or that another exception contained in the Plan Assets Regulation will be available.

Any plan fiduciary that proposes to cause a plan to purchase Notes should consult with its counsel regarding the applicability of the "plan asset", fiduciary responsibility and prohibited transaction provisions under ERISA and Section 4975 of the US Internal Revenue Code and provisions of any Similar Law to such an investment, and to confirm that such investment will not constitute or result in a prohibited transaction or any other violation of an applicable requirement of ERISA or the US Internal Revenue Code or applicable Similar Laws.

The sale of Notes to a plan investor is in no respect a representation by the Issuer, Temasek, the Arrangers or the Dealers or any of their affiliates that such an investment meets all relevant legal requirements with respect to investments by plan investors generally or any particular plan investor, or that such an investment is appropriate for plan investors generally or any particular plan investor.

Plan of distribution

Summary of the Programme Agreement

Subject to the terms and on the conditions contained in a programme agreement, initially dated 14 September 2005, as amended and restated on 3 February 2010 (together with all supplements and amendments thereto, the "Programme Agreement"), among the Issuer, the Guarantor, the Arrangers and the Dealers named therein (referred to herein as the "Arrangers" and the "Dealers"), the Notes will be offered from time to time for sale through the Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Programme Agreement also provides for Notes to be issued in syndicated series that are underwritten by two or more Dealers. The Programme Agreement further provides for the resignation of existing Dealers and the appointment of additional Dealers.

The Issuer will pay each relevant Dealer a fee as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arrangers for their expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer and the Guarantor have, jointly and severally, agreed to indemnify the Arrangers and the Dealers in connection with the offer and sale of such Notes, including liability under the Securities Act. The Programme Agreement entitles the Dealers to terminate any agreement that they make to purchase Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

The Dealers may from time to time purchase and sell Notes in the secondary market, but they are not obligated to do so, and there can be no assurance that there will be a secondary market for the Notes or liquidity in the secondary market if one develops. From time to time, the Dealers may make a market in the Notes, but any such obligations would be subject to limitations, including the ability of securities dealers in making a market for the Notes, and therefore there can be no assurance that a market for the Notes will develop or be available.

Application has been made to the SGX-ST for permission to deal in and quotation of any Notes which are agreed at the time of issue thereof to be so listed on the SGX-ST. In connection with the offer and sale of each series of Notes, the relevant Pricing Supplement will indicate whether or not and, if so, on which stock exchange(s) the Notes will be listed. No assurances can be given that the Programme will qualify for listing on a stock exchange. In addition, no assurances can be given that if the Programme qualifies for listing on a stock exchange and the relevant Pricing Supplement indicates that such series of Notes will be listed on a stock exchange, that such Notes will trade from their date of issuance until maturity (or early redemption).

In connection with the issue of any series of Notes, one or more Dealers named as Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager) in the relevant Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant series of Notes is made and, if begun, may be discontinued at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant series of Notes and 60 days after the date of the allotment of the relevant series of Notes.

Certain matters relating to the Dealers

Some of the Dealers and their affiliates have, directly or indirectly, performed investment and/or commercial banking or financial advisory or trustee services for Temasek, the Issuer or their affiliates, for which they may have received customary fees and commissions, and they expect to provide these services to Temasek, the Issuer and their affiliates in the future, for which they may also receive customary fees and commissions.

The Dealers or certain of their affiliates may purchase the Notes and be allocated the Notes for asset management and/or proprietary purposes but not with a view to distribution. The Dealers or their affiliates may purchase the Notes for their own account and enter into transactions, including credit derivatives, such as asset swaps, repackaging and credit default swaps relating to the Notes and/or other securities of Temasek, the Issuer or their respective subsidiaries, affiliates or associates at the same time as the offer and sale of the Notes or in secondary market transactions. Such transactions

would be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of any Notes issued pursuant to the terms of the Programme (notwithstanding that such selected counterparties may also be purchasers of the Notes).

As at 31 March 2025, the Temasek Group had an effective interest of 28% and 17% of DBS and Standard Chartered, respectively. See "Business of Temasek — Major Investments" for more information regarding DBS and Standard Chartered.

DBS Bank Ltd., which is one of the Dealers under the Programme, is a wholly-owned subsidiary of DBS. DBS Trustee Limited, the Singapore Trustee under the Singapore Law Trust Deed, is a wholly-owned subsidiary of DBS Bank Ltd.

Standard Chartered is the ultimate holding company of Standard Chartered Bank (Singapore) Limited, which is also a Dealer under the Programme.

Deutsche Bank Trust Company Americas, the New York Trustee under the Indenture, and DB Trustees (Hong Kong) Limited, the English Trustee under the English Law Trust Deed, are affiliates of Deutsche Bank AG. Deutsche Bank AG, Singapore Branch is one of the Arrangers and Dealers under the Programme.

Following an issuance of the Notes, a Dealer may make a market in such Notes. However, such Dealer is not obligated to do so, and any market-making activities by such Dealer with respect to such Notes may be discontinued at any time without notice.

Notice to capital market intermediaries and prospective investors pursuant to paragraph 21 of the SFC Code – Important Notice to CMIs (including private banks)

This notice to CMIs (including private banks) is a summary of certain obligations the SFC Code imposes on CMIs, which require the attention and cooperation of other CMIs (including private banks). Certain CMIs may also be acting as OCs for the relevant CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, the Guarantor, a CMI or its group companies would be considered under the SFC Code as having an Association with the Issuer, the Guarantor, the CMI or the relevant group company. CMIs should specifically disclose whether their investor clients have any Association when submitting orders for the relevant Notes. In addition, private banks should take all reasonable steps to identify whether their investor clients may have any Associations with the Issuer, the Guarantor or any CMI (including its group companies) and inform the relevant Dealers accordingly.

CMIs are informed that, unless otherwise notified, the marketing and investor targeting strategy for the relevant CMI Offering includes institutional investors, sovereign wealth funds, pension funds, hedge funds, family offices and high net worth individuals, in each case, subject to the selling restrictions and any MiFID II product governance language or any UK MiFIR product governance language set out elsewhere in this Offering Circular and/or the applicable Pricing Supplement.

CMIs should ensure that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). CMIs should enquire with their investor clients regarding any orders which appear unusual or irregular. CMIs should disclose the identities of all investors when submitting orders for the relevant Notes (except for omnibus orders where underlying investor information may need to be provided to any OCs when submitting orders). Failure to provide underlying investor information for omnibus orders, where required to do so, may result in that order being rejected. CMIs should not place "X-orders" into the order book.

CMIs should segregate and clearly identify their own proprietary orders (and those of their group companies, including private banks as the case may be) in the order book and book messages.

CMIs (including private banks) should not offer any rebates to prospective investors or pass on any rebates that the Issuer or the Guarantor may provide. In addition, CMIs (including private banks) should not enter into arrangements which may result in prospective investors paying different prices for the relevant Notes. CMIs are informed that a private bank rebate may be payable as stated above and in the applicable Pricing Supplement, or otherwise notified to prospective investors.

The SFC Code requires that a CMI disclose complete and accurate information in a timely manner on the status of the order book and other relevant information it receives to targeted investors for them to make an informed decision. In order to do this, those Dealers in control of the order book should consider disclosing order book updates to all CMIs.

When placing an order for the relevant Notes, private banks should disclose, at the same time, if such order is placed other than on a "principal" basis (whereby such private banks are deploying their own balance sheets for onward selling to investors). Private banks who do not provide such disclosure are hereby deemed to be placing their order on such a "principal" basis. Otherwise, such order may be considered to be an omnibus order pursuant to the SFC Code. Private banks should be aware that placing an order on a "principal" basis may require the relevant affiliated Manager(s) (if any) to categorise it as a proprietary order and apply the "proprietary orders" requirements of the SFC Code to such order and will result in that private bank not being entitled to, and not being paid, any rebate.

In relation to omnibus orders, when submitting such orders, CMIs (including private banks) that are subject to the SFC Code should disclose underlying investor information in respect of each order constituting the relevant omnibus order (failure to provide such information may result in that order being rejected). Underlying investor information in relation to omnibus orders should consist of:

- The name of each underlying investor;
- A unique identification number for each investor;
- Whether an underlying investor has any "Associations" (as used in the SFC Code);
- Whether any underlying investor order is a "Proprietary Order" (as used in the SFC Code); and
- Whether any underlying investor order is a duplicate order.

Underlying investor information in relation to omnibus orders should be sent to the Dealers named in the relevant Pricing Supplement.

To the extent information being disclosed by CMIs and investors is personal and/or confidential in nature, CMIs (including private banks) agree and warrant: (A) to take appropriate steps to safeguard the transmission of such information to any OCs; and (B) that they have obtained the necessary consents from the underlying investors to disclose such information to any OCs. By submitting an order and providing such information to any OCs, each CMI (including private banks) further warrants that they and the underlying investors have understood and consented to the collection, disclosure, use and transfer of such information by any OCs and/or any other third parties as may be required by the SFC Code, including to the Issuer, the Guarantor, relevant regulators and/or any other third parties as may be required by the SFC Code, for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. CMIs that receive such underlying investor information are reminded that such information should be used only for submitting orders in the relevant CMI Offering. The relevant Dealers may be asked to demonstrate compliance with their obligations under the SFC Code, and may request other CMIs (including private banks) to provide evidence showing compliance with the obligations above (in particular, that the necessary consents have been obtained). In such event, other CMIs (including private banks) are required to provide the relevant Dealer with such evidence within the timeline requested.

Selling restrictions

General

The selling restrictions below may be modified or supplemented from time to time by the agreement of the Issuer, Temasek and the Dealers. Any such modification or supplement will be set out in a Pricing Supplement or in a supplement to this Offering Circular. The Programme Agreement provides that the restrictions relating to any specific jurisdiction (set out below) shall be deemed to be modified to the extent (if at all) of any change(s) in, or change(s) in official interpretation of, applicable laws and regulations governing any of such restrictions relating to any specific jurisdiction.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of this Offering Circular or any other offering material relating to the Notes or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required other than as provided herein.

Each Dealer has agreed that it will comply with all relevant securities laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes, or has in its possession or

distributes this Offering Circular, any other offering material relating to the Notes or any Pricing Supplement, which may include, without limitations, the following jurisdictions.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Dealer or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Dealer or its affiliate on behalf of the Issuer in such jurisdiction.

Canada

Each Dealer has represented, warranted and agreed that any distribution of the Notes in Canada will be made only in the provinces of Ontario, Quebec, Alberta and British Columbia on a private placement basis exempt from the requirement that the Issuer prepares and files a prospectus with the securities regulatory authorities in each province where trades of the Notes are made. Each Dealer has further represented, warranted and agreed that any resale of the Notes in Canada will be made under applicable securities laws which may vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the securities.

Each Dealer has represented, warranted and agreed that by purchasing the Notes in Canada and accepting delivery of a purchase confirmation, a purchaser will be notified that it will be deemed to represent to the Issuer and the Dealer from whom the purchase confirmation is received that:

(a) the purchaser is entitled under applicable provincial securities laws to purchase the Notes without the benefit of a prospectus qualified under those securities laws as it is an "accredited investor" as defined under National Instrument 45-106 — Prospectus Exemptions;

(b) the purchaser is a "permitted client" as defined in National Instrument 31-103 — Registration Requirements, Exemptions and Ongoing Registrant Obligations;

(c) where required by law, the purchaser is purchasing as principal and not as agent; and

(d) the purchaser has reviewed the text in this subsection titled "Canada".

Canadian purchasers are hereby notified that the Dealers are relying on the exemption set out in Section 3A.3 or 3A.4, if applicable, of National Instrument 33-105 — Underwriting Conflicts from having to provide certain conflict of interest disclosure in this Offering Circular.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the offering documents (including any amendment thereto) such as this Offering Circular contain a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser of these securities in Canada should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal adviser.

All of the Issuer's directors and officers as well as the experts named herein and the Issuer may be located outside of Canada and, as a result, it may not be possible for Canadian purchasers to effect service of process within Canada upon the Issuer or those persons. All or a substantial portion of the Issuer's assets and the assets of those persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against the Issuer or those persons in Canada or to enforce a judgment obtained in Canadian courts against the Issuer or those persons outside of Canada.

Canadian purchasers of the Notes should consult their own legal and tax advisers with respect to the tax consequences of an investment in the Notes in their particular circumstances and about the eligibility of the Notes for investment by the purchaser under relevant Canadian legislation.

European Economic Area

Prohibition of Sales to EEA Retail Investors

Unless the relevant Pricing Supplement in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer (severally, and not jointly) has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular

as completed by the Pricing Supplement in relation thereto to any retail investor in the 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;

(ii) a customer within the meaning of 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; and

(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 Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Pricing Supplement in respect of any Notes specifies "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 that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the relevant Pricing Supplement in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

(1) if the relevant Pricing Supplement in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State (a "Non-exempt Offer"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, provided that any such prospectus has subsequently been completed by the relevant Pricing Supplement contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Pricing Supplement, as applicable, and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(2) at any time to any legal entity which is a "qualified investor" as defined in the Prospectus Regulation;

(3) 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

(4) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (2) to (4) 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 Notes to the public" in relation to any Notes 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 Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129, as amended.

France

Each Dealer has represented and agreed that:

(a) Offer to the public in France:

it has only made and will only make an offer of Notes to the public (appel public à lépargne) in France in the period beginning (a) when a prospectus in relation to those Notes has been approved by the Autorité des marchés financiers ("AMF"), on the date of its publication or, (b) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the EU Prospectus Directive 2003/71/EC, on the date of notification of such approval to the AMF and ending at the latest on the date which is 12 months after the date of the approval of this Offering Circular, all in accordance with articles L.412-1 and L.621-8 of the French Code monétaire et financier and the Règlement général of the AMF; or

(b) Private placement in France:

in connection with their initial distribution, it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Offering Circular, the relevant Pricing Supplement or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*) other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 to D.411-4 of the French Code monétaire et financier.

Hong Kong

Each Dealer has represented and agreed that (1) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "Securities and Futures Ordinance") and any rules made under that Ordinance, except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance or any rules made under the Ordinance; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and (2) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside of Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

Italy

Each Dealer has represented and agreed that the offer of the Notes has not been registered with the Italian Securities and Exchange Commission (*Commissione Nazionale per le Società e la Borsa*, the "CONSOB") pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed that no Notes may be offered, sold or distributed, to the public in the Republic of Italy ("Italy") nor may copies of this Offering Circular or of any other document relating to the Notes be distributed in Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined in Article 2, paragraph (e) of the Prospectus Directive as implemented by Article 34-*ter* of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time (the "Issuers Regulation"); or

(b) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under Article 100 of the Italian Legislative Decree No. 58 of 24 February 1998, as amended from time to time, (the "Financial Services Act") and Article 34-*ter* of the Issuers Regulation.

Moreover, and subject to the foregoing, each Dealer has represented and agreed that any offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or any other document relating to the Notes in Italy under (a) or (b) above must be:

(1) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29 October 2007, as amended from time to time, and Legislative Decree No. 385 of 1 September 1993, as amended from time to time (the "Banking Act");

(2) in compliance with Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy requests information on the issue or the offer of securities in Italy; and

(3) in compliance with any other applicable laws and regulations or requirement imposed by the Bank of Italy, CONSOB or other Italian authority.

Any investor purchasing the Notes in the offering is solely responsible for ensuring that any offer or resale of the Notes it purchased in the offering occurs in compliance with applicable Italian laws and regulations.

Japan

Each Dealer has acknowledged that the Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the "FIEA"). Each Dealer has represented and agreed that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Law (Law No. 228 of 1949, as amended)), or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Korea

Each Dealer has represented and agreed that Notes have not been and will not be offered, sold or delivered, directly or indirectly, in Korea or to or for the account or benefit of any Korean resident (as such term is defined in the Foreign Exchange Transaction Law of Korea) except as otherwise permitted under applicable Korean laws and regulations.

Furthermore, a holder of Notes will be prohibited from offering, delivering or selling any Notes, directly or indirectly, in Korea or to any Korean resident for a period of one year from the date of issuance of Notes except (i) in the case where the Notes are issued as bonds other than equity-linked bonds, such as convertible bonds, bonds with warrants and exchangeable bonds (but with respect to exchangeable bonds, only those which are exchangeable into shares, convertible bonds or bonds with warrants), Notes may be offered, sold or delivered to or for the account or benefit of a Korean resident which falls within certain categories of professional investors as specified in the Financial Investment Services and Capital Markets Act, its Enforcement Decree and the Regulation on Securities Issuance and Disclosure, provided that such professional investors are registered as "qualified institutional buyers" ("Korean QIBs") with the Korea Financial Investment Association (the "KOFIA") in advance and complies with the requirement for monthly reports to the KOFIA of their holding of Korean QIB Bonds, and provided further that (a) the Notes are denominated, and the principal and interest payments thereunder are made, in a currency other than South Korean won, (b) the amount of the Notes acquired by such Korean QIBs in the primary market is limited to less than 20% of the aggregate issue amount of the Notes, (c) the Notes are listed on one of the major overseas securities markets designated by the Financial Supervisory Service of Korea, or certain procedures, such as registration or report with a foreign financial investment regulator, have been completed for offering of the Notes in a major overseas securities market, (d) the one-year restriction on offering, delivering or selling of the Notes to a Korean resident other than a Korean QIB is expressly stated in the Notes, the relevant underwriting agreement, subscription agreement and this Offering Circular, and (e) the Issuer and the relevant Dealers shall individually or collectively keep the evidence of fulfilment of conditions (a) through (d) above after having taken necessary actions therefor; or (ii) as otherwise permitted under applicable Korean laws and regulations. Each Dealer undertakes to use commercially reasonable best measures as a Dealer in the ordinary course of its business so that any securities dealer to which it sells Notes confirms that it is purchasing such Notes as principal and agrees with such Dealer that it will comply with the restrictions described above.

Malaysia

Each Dealer has acknowledged that (i) no approval from the Securities Commission Malaysia ("SC") is or will be obtained and/or no lodgement to the SC under the Lodge and Launch Framework issued by the SC has been or will be made for the offering of the Notes on the basis that the Notes will be issued and offered exclusively to persons outside Malaysia and (ii) this Offering Circular has not been registered as a prospectus with the SC under the Capital Markets and Services Act 2007 of Malaysia. Each Dealer has represented and agreed that the Notes may not be offered, sold, transferred or otherwise disposed of, directly or indirectly, nor may any document or other material in connection therewith be distributed, to a person in Malaysia except by way of a secondary transaction of the Notes which does not involve retail investors.

Singapore

Each Dealer has acknowledged that this Offering Circular has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this

Offering Circular or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018.

Any reference to the "SFA" is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Switzerland

This Offering Circular is not intended to constitute an offer or solicitation to purchase or invest in the Notes. Each Dealer has acknowledged and agreed that the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act ("FinSA"), and that no application has been made or will be made to admit the Notes to trading on any trading venue (*i.e.*, exchange or multilateral trading facility) in Switzerland.

Each Dealer has further acknowledged and agreed that neither this Offering Circular nor any other offering or marketing material relating to the Notes, the Programme or the Issuer constitutes a prospectus within the meaning of the FinSA, and that neither this Offering Circular nor any other offering or marketing material relating to the Notes, the Programme or the Issuer may be publicly distributed or otherwise made publicly available in Switzerland.

Each Dealer has further acknowledged and agreed that neither this Offering Circular nor any other offering or marketing material relating to the Notes, the Programme or the Issuer has been or will be filed with or approved by any Swiss regulatory authority. In particular, this Offering Circular has not been and will not be reviewed or approved by a Swiss reviewing body (*Prüfstelle*) pursuant to article 51 of the FinSA and does not comply with the disclosure requirements applicable to a prospectus within the meaning of article 35 of the FinSA.

The People's Republic of China

Each Dealer has represented, warranted and agreed that the Notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (for such purposes, not including the Hong Kong Special Administrative Region), except as permitted by the securities laws of the People's Republic of China. See "— Hong Kong" above for the selling restrictions relating to the Hong Kong Special Administrative Region.

United Kingdom

Prohibition of Sales to UK Retail Investors

Unless the relevant Pricing Supplement in respect of any Notes specifies the "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer (severally, and not jointly) has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the UK. 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 (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA;

    (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or

    (iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation; and

(b) the expression an "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Pricing Supplement in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Circular as completed by the relevant Pricing Supplement in relation thereto to the public in the UK except that it may make an offer of such Notes to the public in the UK:

(A) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to section 86 of the FSMA (a "Public Offer"), following the date of publication of a prospectus in relation to such Notes which either (i) has been approved by the FCA, or (ii) is to be treated as if it had been approved by the FCA in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, provided that any such prospectus has subsequently been completed by final terms contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable, and the Issuer has consented in writing to its use for the purpose of that Public Offer;

(B) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;

(C) at any time to fewer than 150 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

(D) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (B) to (D) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other Regulatory Restrictions

Each Dealer has represented, warranted and agreed that:

(a) in relation to any Notes which have a maturity of less than one year, (1) 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 (2) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

United States

The Notes and the Guarantee have not been and will not be registered under the Securities Act, and have not been registered or qualified under any state securities or "blue sky" laws of any state of the United States, and the Notes may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from the registration requirements of the Securities Act.

Each Dealer has represented and agreed that, except as permitted by the Programme Agreement, it will not offer, sell or deliver the Notes of any identifiable series (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the date of issue of the Notes of such series and the

completion of the distribution of the Notes of such series, as determined and certified to the Issuer by the relevant Dealer (or, in the case of a sale of a series of Notes on a syndicated basis, by the relevant lead manager(s)), except (A) to non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act ("Regulation S"), as such terms are defined in Regulation S or (B) in accordance with Rule 144A under the Securities Act ("Rule 144A"). Each Dealer has agreed that, at or prior to confirmation of a sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it or through it during the 40-day distribution compliance period commencing upon completion of the distribution of the series of Notes as determined and certified to the Issuer, a confirmation or notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meaning given to them by Regulation S.

Until 40 days after the later of the date of issue and the completion of the distribution of any Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Notes to be issued in reliance on the exemption provided by Section 3(c)(7) under the Investment Company Act shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the relevant Pricing Supplement. The Issuer currently expects that all Notes issued pursuant to Rule 144A will be issued in reliance on the exemption provided by Section 3(c)(7) under the Investment Company Act. The selling and transfer restrictions applicable to such Notes are expected to be substantially as set out under "Important Information for Investors Relating to the U.S." in the Form of Pricing Supplement annexed as Annex B to this Offering Circular, including certain representations which will be deemed to be made by the purchasers of such Notes. However, the Issuer may choose to use different restrictions in the future and if so, such restrictions will be set out in a supplement to this Offering Circular or the relevant Pricing Supplement.

Notes to be issued in reliance on Regulation S only may be restricted from being offered, sold or transferred within the United States or to, or for the account of, U.S. persons as set out in the relevant Pricing Supplement.

With respect to Notes only in definitive registered form, a Dealer registered or exempt from registration as a broker or dealer under the Exchange Act and nominated as such by the Issuer (a "4(a)(2) Dealer") may, directly or through its affiliates, arrange for the placing of such Notes to institutional "accredited investors" (as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the Securities Act) acting for themselves or other institutional "accredited investors" pursuant to Section 4(a)(2) of the Securities Act or in a transaction otherwise exempt from registration under the Securities Act. In connection with each such sale of Definitive Registered Notes pursuant to Section 4(a)(2) or in a transaction otherwise exempt from registration under the Securities Act, each 4(a)(2) Dealer will (i) instruct the purchaser to deliver to the Issuer and to the Trustee an executed investment representation letter pursuant to the Indenture, and the 4(a)(2) Dealer and the Issuer each agrees not to sell any Notes to any such purchaser until such an executed investment representation letter is so delivered, (ii) deliver, at or prior to settlement, an Offering Circular and the relevant Pricing Supplement to each Institutional Accredited Investor purchasing a Note or Notes from it and (iii) only sell to such purchaser, for such purchaser's own account or for any separate account of another Institutional Accredited Investor for which it is acting, Notes having an aggregate principal amount of not less than US$250,000 (or its equivalent rounded upwards as specified in the relevant Pricing Supplement).

Each Dealer (or, in the case of a sale of a particular series of Notes offered on a syndicated basis, the relevant lead manager(s)) who has purchased Notes of a series in accordance with the Programme Agreement shall determine and certify to the Issuer on the completion of the distribution of the Notes of such series purchased by or through it.

Bearer Notes having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or to United States persons, except in certain transactions permitted by U.S. tax regulations. Accordingly, Bearer Notes having a maturity of more than one year will be issued in accordance with the provisions of U.S. Treasury Regulations §1.163-5(c)(2)(i)(D) (or any successor regulation for purposes of Section 4701 of the United States Internal Revenue Code), unless the relevant Pricing Supplement specifies that Notes will be issued in accordance with the provisions of U.S. Treasury Regulations §1.163-5(c)(2)(i)(C) (or any successor regulation for purposes of Section 4701 of the United States Internal Revenue Code). Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Notice to purchasers and holders of Registered Notes and transfer restrictions

As a result of the following restrictions, purchasers of Notes in the United States are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of Notes.

Each prospective purchaser of Notes that have a legend regarding restrictions on transferability, by accepting delivery of this Offering Circular, will be deemed to have represented and agreed that this Offering Circular is personal to such offeree and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Notes. Distribution of this Offering Circular, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorised, and any disclosure of any of its contents, without the prior written consent of the Issuer and Temasek, is prohibited.

Additional restrictions regarding the eligible investors and transfer restrictions may apply to any series of Notes. Any such additional restrictions will be set out in the relevant Pricing Supplement.

Notes of a Series including Notes sold in reliance on the exemption provided by Section 3(c)(7) of the Investment Company Act ("3(c)(7) Series")

The Issuer currently expects that all Notes issued pursuant to Rule 144A will be issued in reliance on the exemption provided by Section 3(c)(7) under the Investment Company Act. The selling and transfer restrictions applicable to such Notes are expected to be substantially as set out under "Important Information for Investors Relating to the U.S." in the Form of Pricing Supplement annexed as Annex B to this Offering Circular, including the following representations deemed to be made by the purchasers of such Notes and the purchasers of Notes offered and sold pursuant to Regulation S as part of a 3(c)(7) Series.

DTC Restricted Global Notes

Each initial purchaser, and each subsequent purchaser or transferee, of an interest in a DTC Restricted Global Note issued as part of a 3(c)(7) Series will be deemed by its acceptance thereof to have represented, acknowledged and agreed, on its own behalf and on behalf of each account for which it is purchasing and each person for which it is acting, as follows (terms used in this paragraph that are not defined will have the meaning given to them in Rule 144A or Regulation S, as the case may be):

(1) Such person (i) is a QIB and a QP; (ii) is not a broker-dealer which owns and invests on a discretionary basis less than US$25 million in securities of unaffiliated issuers; (iii) is not a participant-directed employee plan, such as a plan described in subsections (a)(1)(i)(D), (E) or (F) of Rule 144A; and (iv) (I) either (i) (a) is not and is not using the assets of any (i) "employee benefit plan" which is subject to Title I of ERISA, "plan" which is subject to Section 4975 of the Code or entity whose underlying assets are treated as assets of any such employee benefit plan or plan pursuant to 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA, or otherwise (each a "Plan") or (ii) governmental, church or non-U.S. plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code ("Similar Law"), or entity whose assets are treated as assets of any such plan, or (b) its purchase, holding and subsequent disposition of a DTC Restricted Global Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or violation of applicable Similar Law, and (II) if it is, or is purchasing or holding the DTC Restricted Global Note on behalf of or with the assets of, a Plan, (i) none of the Issuer, Temasek, the Arrangers or the Dealers or any of their respective affiliates has provided any investment recommendation or investment advice to the Plan, or its fiduciary or other person investing the Plan's assets ("Plan Fiduciary"), in connection with the decision to invest in the DTC Restricted Global Note, and none of them is otherwise undertaking to act as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with its investment in the DTC Restricted Global Note (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited), and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the DTC Restricted Global Note.

(2) Such person (i) was not formed for the purpose of investing in the Issuer (unless each beneficial owner of its securities is a QP); and (ii) is acquiring an interest in the Notes for its own account as

principal, or for the account of one or more other persons who are able to and who shall be deemed to make all of the representations and agreements deemed made by such person and for whom such person exercises sole investment discretion.

(3) Such person understands and acknowledges that the Notes have not been and will not be registered under the Securities Act and accordingly may not be offered or sold as part of its initial distribution within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

(4) Such person understands and acknowledges that neither the Issuer nor the Guarantor has registered, and neither the Issuer nor the Guarantor intends to register, as an "investment company" (as such term is defined under the Investment Company Act and related rules) and that the Issuer and the Guarantor have imposed the transfer and offering restrictions with respect to persons in the United States and U.S. persons described herein so that the Issuer and the Guarantor will qualify for the exemption provided under Section 3(c)(7) of the Investment Company Act and will have no obligation to register as an investment company.

(5) Such person agrees that its Notes may only be sold, transferred, assigned, pledged, delivered or otherwise disposed of in compliance with the Securities Act and other applicable securities laws (i) to the Guarantor or any subsidiary thereof, (ii) to a U.S. person or to a person in the United States whom it reasonably believes is both a QIB and a QP (x) in a transaction meeting the requirements of Rule 144A or (y) pursuant to any other available exemption from the registration requirements of the Securities Act, or (iii) outside the United States to a non-U.S. person in an offshore transaction complying with the provisions of Regulation S under the Securities Act (including, for the avoidance of doubt, a bona fide sale on the SGX-ST), provided, that it delivers to the Issuer and the Guarantor an Offshore Transaction Letter substantially in the form appended to the Indenture or the English Agency Agreement, as the case maybe. The term "offshore transaction" has the meaning set forth in Regulation S. Such person understands that the transfer restrictions will remain in effect until the Issuer determines, in its sole discretion, to remove them.

(6) Such person agrees that its Notes may be sold, transferred, assigned, pledged, delivered or otherwise disposed of only in minimum denominations of US$250,000.

(7) Such person understands that, subject to certain exceptions, to be a QP, entities must have US$25 million in "investments" as defined in Rule 2a51-1 under the Investment Company Act.

(8) Such person agrees, upon a proposed transfer of its Notes, to notify any purchaser of such Notes or the executing broker, as applicable, of any transfer restrictions that are applicable to the Notes being sold.

(9) Such person understands and acknowledges that (i) the New York Trustee or the English Trustee, as the case may be, the Issuer, the Guarantor and their agents shall not be obligated to recognise any resale or other transfer of the Notes made other than in compliance with the restrictions described herein; and (ii) the Issuer and its agents may require any U.S. person or any person within the United States who is required under these restrictions to be a QP but is not a QP at the time it acquires a beneficial interest in the Notes to transfer the Notes within 30 days to a non-U.S. person in an offshore transaction complying with the provisions of Regulation S and if the obligation is not met, the Issuer is irrevocably authorised, without any obligation, to sell such Notes on an offshore stock exchange on such terms as the directors of the Issuer think fit, or the Issuer shall be entitled to redeem such Notes at par, being a Redemption Amount equal to the principal amount plus any accrued and unpaid interest to (but excluding) the Redemption Date.

(10) Such person agrees that neither it, nor any of its affiliates, nor any person acting on its or their behalf, will make any "directed selling efforts" as defined in Regulation S, or any "general solicitation or general advertising" as defined in Regulation D under the Securities Act, with respect to the Notes.

(11) Such person understands that the New York Trustee or the English Trustee, as the case may be, the Issuer and the Guarantor may receive a list of participants holding positions in the Notes from one or more book-entry depositories.

(12) Such person agrees that the Issuer, the Guarantor and others may rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

(13) Such person understands and acknowledges that any Notes issued to it in definitive form will bear the applicable restrictive legend as provided for in the Indenture or the English Law Trust Deed, as the case may be. In addition, such person understands that the legend shall not be removed from the Notes unless the Issuer agrees, in its sole discretion, to remove the legend.

Regulation S Global Notes

Each initial purchaser, and each subsequent purchaser or transferee, of an interest in a Regulation S Global Note issued as part of a 3(c)(7) Series will be deemed to have represented, acknowledged and agreed, on its own behalf and on behalf of each account for which it is purchasing and each person for which it is acting, as follows (terms used in this paragraph that are not defined will have the meaning given to them in Regulation S:

(1) Such person is, at the time of the offer to it of Notes and at the time the buy order originated, outside the United States for purposes of Regulation S.

(2) Such person is not a U.S. person and is not acquiring the Notes for the account or benefit of a U.S. person.

(3) Such person is aware that the Notes have not been and will not be registered under the Securities Act and are being offered outside the United States in reliance on Regulation S.

(4) Such person understands that prior to the end of the expiration of the 40-day distribution compliance period, no exchange, sale, assignment, pledge, transfer or other disposal of interests in a Regulation S Global Note for interests in a DTC Restricted Global Note shall be permitted.

(5) Such person understands that interests in the Regulation S Global Notes may only be sold, transferred, pledged, delivered or otherwise disposed of (i) to the Guarantor or any subsidiary thereof, (ii) to a non-U.S. person in an offshore transaction complying with the provisions of Regulation S (including, for the avoidance of doubt, a bona fide sale on the SGX-ST), or (iii) after the expiration of the 40-day distribution compliance period following the issue date of the Notes, to a U.S. person or a person in the United States whom it reasonably believes is both a QIB and a QP (x) in a transaction that meets the requirements of Rule 144A or (y) pursuant to any other available exemption from the registration requirements of the Securities Act, and such transferee will then acquire such interests as interests in the DTC Restricted Global Note.

(6) Such person understands that any offer, sale, pledge or other transfer made other than in compliance with the above-stated restrictions shall not be recognised by the Issuer in respect of the Notes.

(7) Such person understands and acknowledges that any Notes issued to it in definitive form will bear the applicable restrictive legend as provided for in the Indenture or the English Law Trust Deed, as the case may be. In addition, such person understands that the legend shall not be removed from the Notes unless the Issuer agrees, in its sole discretion, to remove the legend.

Investor Representation Letters

In the event that any purchaser of an interest in a DTC Restricted Global Note issued as part of a 3(c)(7) Series transfers such interest outside the United States in an offshore transaction complying with the provisions of Regulation S (including, for the avoidance of doubt, a *bona fide* sale on the SGX-ST), such transferor must execute an Offshore Transaction Letter in the form appended to the relevant Pricing Supplement and cause such letter to be promptly delivered to the Issuer and the Guarantor.

In addition, in the event any such interests are issued in definitive form ("Definitive Notes") in accordance with the provisions of the Indenture or the English Law Trust Deed, as the case may be, such Definitive Notes will bear a legend substantially in the form as provided for in the Indenture or the English Law Trust Deed, as the case may be, and before any U.S. person or person located in the United States may take delivery of any such Definitive Notes, such person must deliver to the Issuer and the Guarantor a representation letter substantially in the form as provided for in the Indenture or the English Law Agency Agreement, as the case may be.

Ability of the Issuer to Compel Sale of or Redeem such DTC Restricted Global Notes

The Issuer may, at its option, compel any beneficial owner of interests in such a DTC Restricted Global Note to sell its interest in such Note, or sell such interests on behalf of such holder, or redeem its interests in such Note at an amount equal to the principal amount plus any accrued and unpaid interest to (but excluding) the Redemption Date (as defined in the Indenture) or the date fixed for redemption in accordance with the English Law Trust Deed, as the case may be, if such holder is not a QIB and a QP.

Legend

Each such DTC Restricted Global Note representing the Notes will bear a legend substantially to the following effect, in addition to such other legends as may be necessary or appropriate, unless the Issuer determines otherwise in compliance with applicable law:

> THIS NOTE (OR ITS PREDECESSOR) AND THE GUARANTEE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **"SECURITIES ACT"**), AND UNDER THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER AND THAT NEITHER THE ISSUER NOR THE GUARANTOR HAS BEEN OR WILL BE REGISTERED AS AN "**INVESTMENT COMPANY**" UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **"INVESTMENT COMPANY ACT"**), IN RELIANCE UPON EXEMPTIONS FROM THE DEFINITION OF "INVESTMENT COMPANY" UNDER THE INVESTMENT COMPANY ACT. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT (A) IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS BOTH A "**QUALIFIED INSTITUTIONAL BUYER**" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A **"QUALIFIED PURCHASER"** (AS DEFINED IN THE INVESTMENT COMPANY ACT), AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND THAT (B) THIS NOTE MAY BE RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF US$250,000 (1) TO THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (2) TO A U.S. PERSON OR A PERSON IN THE UNITED STATES WHOM THE SELLER REASONABLY BELIEVES IS BOTH A **"QUALIFIED INSTITUTIONAL BUYER"** (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A **"QUALIFIED PURCHASER"** (AS DEFINED IN THE INVESTMENT COMPANY ACT) (X) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A OR (Y) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, OR (3) IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S UNDER THE SECURITIES ACT (**"REGULATION S"**) TO A PERSON OUTSIDE THE UNITED STATES AND NOT KNOWN BY THE SELLER TO BE A U.S. PERSON, IF EITHER (X) AT THE TIME THE BUY ORDER ORIGINATED THE PURCHASER WAS OUTSIDE THE UNITED STATES, OR THE SELLER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVED THE PURCHASER WAS OUTSIDE THE UNITED STATES OR (Y) THE SALE IS MADE IN A TRANSACTION EXECUTED IN A DESIGNATED OFFSHORE SECURITIES MARKET, AND TO A PERSON NOT KNOWN TO THE SELLER TO BE A U.S. PERSON BY PRE-ARRANGEMENT OR OTHERWISE, AND UPON CERTIFICATION TO THAT EFFECT BY THE SELLER IN WRITING IN AN OFFSHORE TRANSACTION LETTER IN THE FORM AS PROVIDED FOR IN [THE INDENTURE] [THE AGENCY AGREEMENT ENTERED INTO IN RELATION TO THIS NOTE] OR ANOTHER FORM ACCEPTABLE TO THE ISSUER. THE TERMS **"U.S. PERSON," "OFFSHORE TRANSACTION"** AND **"DESIGNATED OFFSHORE SECURITIES MARKET"** HAVE THE MEANINGS SET FORTH IN REGULATION S. THE HOLDER AND EACH SUBSEQUENT HOLDER IS REQUIRED TO NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN (B) ABOVE. NONE OF THE [NEW YORK] [ENGLISH] TRUSTEE UNDER THE [INDENTURE] [ENGLISH LAW TRUST DEED] GOVERNING THIS NOTE, THE ISSUER, THE GUARANTOR OR THEIR AGENTS SHALL BE OBLIGATED TO RECOGNIZE ANY RESALE OR OTHER TRANSFER OF THIS NOTE AND THE GUARANTEE MADE OTHER THAN IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS REFERRED TO IN (B) ABOVE. THE ISSUER AND ITS AGENTS MAY REQUIRE ANY PERSON WHO IS REQUIRED TO BE A QUALIFIED PURCHASER AND A QUALIFIED INSTITUTIONAL BUYER BUT WHO IS NOT A QUALIFIED PURCHASER AND A QUALIFIED INSTITUTIONAL BUYER AT THE TIME IT ACQUIRES THIS NOTE TO TRANSFER THIS NOTE TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S WITHIN 30 DAYS. IF THIS NOTE IS NOT SO TRANSFERRED, THE ISSUER IS ENTITLED TO SELL THIS NOTE TO A PURCHASER SELECTED BY THE ISSUER OR REDEEM THIS NOTE FROM SUCH PERSON AT PAR, BEING A REDEMPTION AMOUNT EQUAL TO THE PRINCIPAL AMOUNT PLUS ANY ACCRUED AND UNPAID INTEREST TO (BUT EXCLUDING) THE REDEMPTION DATE.

THE HOLDER OF THIS NOTE, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT (X) EITHER (I) SUCH PERSON IS NOT AND IS NOT USING THE ASSETS OF ANY (A) "EMPLOYEE BENEFIT PLAN" AS DEFINED IN AND SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), "PLAN" SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") OR ENTITY WHOSE UNDERLYING ASSETS ARE TREATED AS ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN PURSUANT TO 29 CFR § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE (EACH, A "**PLAN**"), OR (B) GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR ENTITY WHOSE ASSETS ARE TREATED AS ASSETS OF ANY SUCH PLAN, OR (II) SUCH PERSON'S PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF APPLICABLE SIMILAR LAW, AND (Y) IF IT IS, OR IS PURCHASING OR HOLDING THIS NOTE ON BEHALF OF OR WITH THE ASSETS OF, A PLAN, (I) NONE OF THE ISSUER, TEMASEK, THE ARRANGERS OR THE DEALERS OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE TO THE PLAN, OR ITS FIDUCIARY OR OTHER PERSON INVESTING THE PLAN'S ASSETS ("**PLAN FIDUCIARY**"), IN CONNECTION WITH THE DECISION TO INVEST IN THIS NOTE, AND NONE OF THEM IS OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(E)(3) OF THE CODE, TO THE PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH ITS INVESTMENT IN THIS NOTE (UNLESS A STATUTORY OR ADMINISTRATIVE EXEMPTION APPLIES (ALL OF THE APPLICABLE CONDITIONS OF WHICH ARE SATISFIED) OR THE TRANSACTION IS NOT OTHERWISE PROHIBITED), AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS NOTE.

THIS NOTE IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN. EACH SELLER OF THIS NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN TO THE PURCHASER AND TO ANY EXECUTING BROKER.

UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT, AND ANY REGISTERED NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Each such Regulation S Global Note representing the Notes will bear a legend to the following effect, in addition to such other legends as may be necessary or appropriate, unless the Issuer determines otherwise in compliance with applicable law:

THIS NOTE (OR ITS PREDECESSOR) AND THE GUARANTEE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **"SECURITIES ACT"**), AND UNDER THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. TERMS USED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT. NEITHER THE ISSUER NOR THE GUARANTOR HAS BEEN OR WILL BE REGISTERED AS AN **"INVESTMENT COMPANY"** UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE **"INVESTMENT COMPANY ACT"**), IN RELIANCE UPON EXEMPTIONS FROM THE DEFINITION OF "INVESTMENT COMPANY" UNDER THE INVESTMENT COMPANY ACT. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT THIS NOTE MAY BE RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED ONLY IN MINIMUM

DENOMINATIONS OF US$250,000 (1) TO THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (2) IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S UNDER THE SECURITIES ACT (**"REGULATION S"**) TO A PERSON OUTSIDE THE UNITED STATES AND NOT KNOWN BY THE SELLER TO BE A U.S. PERSON, IF EITHER (X) AT THE TIME THE BUY ORDER ORIGINATED THE PURCHASER WAS OUTSIDE THE UNITED STATES, OR THE SELLER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVED THE PURCHASER WAS OUTSIDE THE UNITED STATES OR (Y) THE SALE IS MADE IN A TRANSACTION EXECUTED IN A DESIGNATED OFFSHORE SECURITIES MARKET, AND TO A PERSON NOT KNOWN TO THE SELLER TO BE A U.S. PERSON BY PRE-ARRANGEMENT OR OTHERWISE, OR (3) AFTER THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD FOLLOWING THE ISSUE DATE OF THE NOTES, TO A U.S. PERSON OR A PERSON IN THE UNITED STATES WHOM THE SELLER REASONABLY BELIEVES IS BOTH A **"QUALIFIED INSTITUTIONAL BUYER"** (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A **"QUALIFIED PURCHASER"** (AS DEFINED IN THE INVESTMENT COMPANY ACT) (X) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A OR (Y) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND SUCH TRANSFEREE WILL THEN HOLD THE ACQUIRED INTERESTS AS INTERESTS IN THE DTC RESTRICTED GLOBAL NOTE. THE TERMS **"U.S. PERSON," "OFFSHORE TRANSACTION"** AND **"DESIGNATED OFFSHORE SECURITIES MARKET"** HAVE THE MEANINGS SET FORTH IN REGULATION S. THE HOLDER AND EACH SUBSEQUENT HOLDER IS REQUIRED TO NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO ABOVE.

NONE OF THE [NEW YORK] [ENGLISH] TRUSTEE, THE ISSUER, THE GUARANTOR OR THEIR AGENTS SHALL BE OBLIGATED TO RECOGNIZE ANY RESALE OR OTHER TRANSFER OF THIS NOTE AND THE GUARANTEE MADE OTHER THAN IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS REFERRED TO ABOVE.

THE HOLDER OF THIS NOTE, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT (X) EITHER (I) SUCH PERSON IS NOT AND IS NOT USING THE ASSETS OF ANY (A) "EMPLOYEE BENEFIT PLAN" AS DEFINED IN AND SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), "PLAN" SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") OR ENTITY WHOSE UNDERLYING ASSETS ARE TREATED AS ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN PURSUANT TO 29 CFR § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE (EACH, A "**PLAN**"), OR (B) GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR ENTITY WHOSE ASSETS ARE TREATED AS ASSETS OF ANY SUCH PLAN, OR (II) SUCH PERSON'S PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF APPLICABLE SIMILAR LAW, AND (Y) IF IT IS, OR IS PURCHASING OR HOLDING THIS NOTE ON BEHALF OF OR WITH THE ASSETS OF, A PLAN, (I) NONE OF THE ISSUER, TEMASEK, THE ARRANGERS OR THE DEALERS OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE TO THE PLAN, OR ITS FIDUCIARY OR OTHER PERSON INVESTING THE PLAN'S ASSETS ("**PLAN FIDUCIARY**"), IN CONNECTION WITH THE DECISION TO INVEST IN THIS NOTE, AND NONE OF THEM IS OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(E)(3) OF THE CODE, TO THE PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH ITS INVESTMENT IN THIS NOTE (UNLESS A STATUTORY OR ADMINISTRATIVE EXEMPTION APPLIES (ALL OF THE APPLICABLE CONDITIONS OF WHICH ARE SATISFIED) OR THE TRANSACTION IS NOT OTHERWISE PROHIBITED), AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS NOTE.

THIS NOTE IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN. EACH SELLER OF THIS NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN TO THE PURCHASER AND TO ANY EXECUTING BROKER.

Non-3(c)(7) Series

The following representations are deemed to be made by the purchasers indicated below in respect of Notes of a non-3(c)(7) Series.

DTC Restricted Global Notes

Each purchaser of an interest in a DTC Restricted Global Note offered and sold in reliance on Rule 144A will be deemed to have represented, acknowledged and agreed as follows (terms used in this paragraph that are not defined will have the meaning given to them in Rule 144A or in Regulation S, as the case may be):

1. The purchaser (i) is a QIB, (ii) is aware that the sale to it is being made in reliance on Rule 144A, and (iii) is acquiring Notes for its own account or for the account of one or more QIBs and that it exercises sole investment discretion with respect to each such account;

2. The purchaser understands that the Notes and the Guarantee are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, the Notes and the Guarantee have not been and will not be registered under the Securities Act or any other applicable state securities laws and may not be offered, sold, pledged, delivered or otherwise transferred unless registered pursuant to or exempt from registration under the Securities Act and any other applicable state securities laws; and that (i) if in the future the purchaser decides to offer, resell, pledge or otherwise transfer such interest in a DTC Restricted Global Note, such interest in a DTC Restricted Global Note may be offered, resold, pledged, delivered or otherwise transferred only (A) to Temasek or any subsidiary thereof, (B) to a U.S. person or to a person in the United States whom the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (C) outside the United States to a non-U.S. person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, (D) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (E) pursuant to an effective registration statement under the Securities Act and in each of such cases in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and that (ii) the purchaser will, and each subsequent holder of the interest in a DTC Restricted Global Note is required to, notify any purchaser of such interest in a DTC Restricted Global Note from it of the resale restrictions referred to in (i) above and that (iii) no representation is being made as to the availability of the exemption provided by Rule 144 under the Securities Act for resale of Notes;

3. (I) Either (a) it is not and is not using any (i) "employee benefit plan" which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), "plan" which is subject to Section 4975 of the U.S. Internal Revenue Code or entity whose underlying assets are treated as assets of any such employee benefit plan or plan pursuant to 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA, or otherwise (each, a "Plan"), or (ii) governmental, church or non-U.S. plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code ("Similar Law"), or entity whose assets are treated as assets of any such plan, or (b) its purchase, holding and subsequent disposition of a DTC Restricted Global Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or violation of applicable Similar Law, and (II) if it is, or is purchasing or holding the DTC Restricted Global Note on behalf of or with the assets of, a Plan, (i) none of the Issuer, Temasek, the Arrangers or the Dealers or any of their respective affiliates has provided any investment recommendation or investment advice to the Plan, or its fiduciary or other person investing the plan's assets ("Plan Fiduciary"), in connection with the decision to invest in the DTC Restricted Global Note, and none of them is otherwise undertaking to act as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with its investment in the DTC Restricted Global Note (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited), and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the DTC Restricted Global Note;

4. The purchaser understands that the Issuer, Temasek and the Dealers will rely upon the truth and accuracy of the foregoing acknowledgements, representations and warranties and agreements and agrees that, if any of the acknowledgements, representations, warranties

and agreements deemed to have been made upon its purchase of Notes is no longer accurate, it shall promptly notify the Issuer and the Dealers. If it is acquiring any Notes for the account of one or more QIBs, it represents that it has sole investment discretion with respect to each such investor account, and that it has full power to make the foregoing acknowledgements, representations, warranties and agreements on behalf of each such account; and

5. Each DTC Restricted Global Note will bear a legend substantially to the following effect, in addition to such other legends as may be necessary or appropriate, unless the Issuer determines otherwise in compliance with applicable law:

"THIS NOTE (OR ITS PREDECESSOR) AND THE GUARANTEE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **"SECURITIES ACT"**), AND UNDER THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER, THE GUARANTOR AND THE DEALERS THAT (A) IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A **"QUALIFIED INSTITUTIONAL BUYER"** (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, THAT (B) THIS NOTE MAY BE RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED ONLY (1) TO THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (2) IN THE UNITED STATES TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A **"QUALIFIED INSTITUTIONAL BUYER**" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN A TRANSACTION MEETING THE REQUIREMENTS OF SUCH RULE 144A, (3) OUTSIDE THE UNITED STATES TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND IN EACH OF SUCH CASES IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION, AND THAT (C) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN (B) ABOVE.

UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (**"DTC"**), A NEW YORK CORPORATION, TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY REGISTERED NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

Definitive IAI Registered Notes

Each purchaser of Definitive IAI Registered Notes will be required to deliver to the Issuer, Temasek and the New York Registrar an IAI Investment Letter substantially in the form attached to the Indenture. The Definitive IAI Registered Notes will be subject to the transfer restrictions set forth in the legend below, such letter and the Indenture. Inquiries concerning transfers of Notes should be made to any Dealer.

1. The IAI Investment Letter will state, among other things, the following:

   (i) that the Institutional Accredited Investor has received a copy of the Offering Circular and such other information as it deems necessary in order to make its investment decision;

   (ii) that the Institutional Accredited Investor understands that any subsequent transfer of the Notes is subject to certain restrictions and conditions set forth in the Offering Circular and the Notes (including those set out below) and that it agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes except in compliance with such restrictions and conditions and the Securities Act;

   (iii) that, in the normal course of its business, the institutional accredited investor invests in or purchases securities similar to the Notes;

   (iv) that the Institutional Accredited Investor is an Institutional Accredited Investor within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment in the Notes, and it and any accounts for which it is acting are each able to bear the economic risk of its or any such accounts' investment for an indefinite period of time;

   (v) that the Institutional Accredited Investor is acquiring the Notes purchased by it for its own account or for one or more accounts (each of which is an Institutional Accredited Investor) as to each of which it exercises sole investment discretion and not with a view to any distribution of the Notes, subject, nevertheless, to the understanding that the disposition of its property shall at all times be and remain within its control; and

   (vi) that, in the event that the Institutional Accredited Investor purchases Notes, it will acquire Notes having a minimum purchase price of at least US$250,000 (or the approximate equivalent in another currency).

2. Each Definitive IAI Registered Note that is offered and sold in the United States to an Institutional Accredited Investor pursuant to Section 4(a)(2) of the Securities Act or in a transaction otherwise exempt from registration under the Securities Act will bear a legend substantially to the following effect, in addition to such other legends as may be necessary or appropriate, unless the Issuer determines otherwise in compliance with applicable law:

   "THIS NOTE (OR ITS PREDECESSOR) AND THE GUARANTEE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **"SECURITIES ACT"**), AND UNDER THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE ACKNOWLEDGES FOR THE BENEFIT OF THE ISSUER, THE GUARANTOR AND THE DEALERS THE RESTRICTIONS ON THE TRANSFER OF THIS NOTE SET FORTH BELOW AND AGREES THAT IT SHALL TRANSFER THIS NOTE ONLY AS PROVIDED IN THE SECOND AMENDED AND RESTATED INDENTURE ENTERED INTO BY THE ISSUER, THE GUARANTOR AND THE NEW YORK TRUSTEE AS OF JULY 18, 2022. THE PURCHASER REPRESENTS THAT IT IS AN INSTITUTIONAL **"ACCREDITED INVESTOR"** (WITHIN THE MEANING OF RULE 501(A)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT) AND IT IS ACQUIRING THIS NOTE FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO ANY RESALE OR DISTRIBUTION HEREOF, SUBJECT TO ITS ABILITY TO RESELL THIS NOTE PURSUANT TO RULE 144A OR REGULATION S UNDER THE SECURITIES ACT OR AS OTHERWISE PROVIDED BELOW AND SUBJECT IN ANY CASE TO ANY REQUIREMENT OF LAW THAT THE DISPOSITION OF THE PROPERTY OF ANY PURCHASER SHALL AT ALL TIMES BE AND REMAIN WITHIN ITS CONTROL.

THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF AGREES TO OFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER SUCH NOTE, PRIOR TO THE DATE (THE **"RESALE RESTRICTION TERMINATION DATE"**) WHICH IS ONE YEAR AFTER THE LATER OF THE ORIGINAL ISSUE DATE HEREOF AND THE LAST DATE ON WHICH THE ISSUER, THE GUARANTOR OR ANY AFFILIATE OF THE ISSUER OR THE GUARANTOR WAS THE OWNER OF THIS NOTE (OR ANY PREDECESSOR OF SUCH NOTE) ONLY (A) TO THE GUARANTOR OR ANY SUBSIDIARY OF THE GUARANTOR, (B) IN THE UNITED STATES TO A PERSON WHOM IT REASONABLY BELIEVES IS A **"QUALIFIED INSTITUTIONAL BUYER"** (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF SUCH RULE 144A, (C) INSIDE THE UNITED STATES TO AN INSTITUTIONAL **"ACCREDITED INVESTOR"** (WITHIN THE MEANING OF RULE 501 (A)(1), (2), (3) or (7) UNDER THE SECURITIES ACT) THAT IS ACQUIRING THE NOTE FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN INSTITUTIONAL **"ACCREDITED INVESTOR"**, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE NOTES OF US$250,000 AND MULTIPLES OF US$1,000 IN EXCESS THEREOF FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO, OR FOR OFFER OR RESALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (D) OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT, (E) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), (F) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (G) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE ISSUER'S AND THE GUARANTOR'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (C), (E) OR (G) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO THE ISSUER AND THE GUARANTOR, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS NOTE IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE NEW YORK TRUSTEE AND, IN EACH OF THE FOREGOING CASES, NOT IN VIOLATION OF ANY APPLICABLE STATE SECURITIES LAWS. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN THIS PARAGRAPH.

IF REQUESTED BY THE ISSUER, THE GUARANTOR OR A DEALER, THE PURCHASER AGREES TO PROVIDE THE INFORMATION NECESSARY TO DETERMINE WHETHER THE TRANSFER OF THIS NOTE IS PERMISSIBLE UNDER THE SECURITIES ACT. THIS NOTE AND RELATED DOCUMENTATION MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR RESALES AND OTHER TRANSFERS OF THIS NOTE TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO THE RESALES OR TRANSFERS OF RESTRICTED NOTES GENERALLY. BY THE ACCEPTANCE OF THIS NOTE, THE HOLDER HEREOF SHALL BE DEEMED TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT."

Regulation S Global Note

Each purchaser of Notes outside the United States pursuant to Regulation S and each subsequent purchaser of such Notes in resales prior to the expiration of the Distribution Compliance Period (as defined in Regulation S), by accepting delivery of this Offering Circular and the Notes will be deemed to have represented, agreed and acknowledged that:

1. It is, or at the time Notes are purchased will be, the beneficial owner of such Notes and it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S).

2. It understands that such Notes and the Guarantee have not been and will not be registered under the Securities Act and that it will not offer, sell, pledge or otherwise transfer such Notes except in accordance with the transfer restrictions set forth in the legend appearing on the front of such Notes (as set out below) and any other applicable transfer restrictions specified in the relevant Pricing Supplement.

3. (I) Either (a) it is not (i) an "employee benefit plan" which is subject to Title I of the ERISA, "plan" which is subject to Section 4975 of the U.S. Internal Revenue Code or entity whose underlying assets are treated as assets of any such employee benefit plan or plan pursuant to 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA, or otherwise (each, a "Plan"), or (ii) a governmental, church or non-U.S. plan that is subject to any Similar Law, or entity whose assets are treated as assets of any such plan, or (b) its purchase, holding and subsequent disposition of a Regulation S Global Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or violation of applicable Similar Law, and (II) if it is, or is purchasing or holding the Regulation S Global Note on behalf of or with the assets of, a Plan, (i) none of the Issuer, Temasek, the Arrangers or the Dealers or any of their respective affiliates has provided any investment recommendation or investment advice to the Plan, or its fiduciary or other person investing the Plan's assets ("Plan Fiduciary"), in connection with the decision to invest in the Regulation S Global Note, and none of them is otherwise undertaking to act as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with its investment in the Regulation S Global Note (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited), and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Regulation S Global Note.

4. It understands that such Notes, unless otherwise determined by the Issuer and Temasek in accordance with applicable law, will bear a legend substantially to the following effect:

   (i) in the case of Notes issued under the Indenture or Notes of a series issued in the form of a Regulation S Global Note and a DTC Restricted Global Note under the English Law Trust Deed:

   "THIS NOTE (OR ITS PREDECESSOR) AND THE GUARANTEE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE **"SECURITIES ACT"**) AND APPLICABLE SECURITIES LAWS OF THE STATES AND OTHER JURISDICTIONS OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. TERMS USED HEREIN HAVE THE MEANINGS GIVEN THEM IN REGULATION S UNDER THE SECURITIES ACT."

   (ii) in the case of Notes issued under the Singapore Law Trust Deed or Notes of a series issued in the form of only a Regulation S Global Note under the English Law Trust Deed:

   "THE NOTES (THE "**NOTES**") AND THE GUARANTEE IN RESPECT THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE BENEFIT OF, ANY U.S. PERSON."

5. The Issuer, Temasek, the New York Registrar or the Singapore Registrar (as the case may be), the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

6. It understands that the Notes offered in reliance on Regulation S will be represented by the Regulation S Global Note. Prior to the expiration of the Distribution Compliance Period, before any interest in the Regulation S Global Note may be offered, sold, pledged, delivered or otherwise transferred to a person who takes delivery in the form of an interest in the DTC Restricted Global Note if applicable, it will be required to provide a transfer agent with a written certification (in the form provided in the Indenture or the English Law Trust Deed, as applicable) as to compliance with applicable securities laws.

Legal matters

Certain legal matters with respect to the Notes will be passed upon for the Issuer and Temasek by Allen & Gledhill LLP with respect to Singapore law and by Latham & Watkins LLP with respect to English, New York and United States federal securities laws. Certain legal matters with respect to the Notes will be passed upon for the Arrangers and Dealers by Davis Polk & Wardwell with respect to New York and United States federal securities laws.

Credit ratings

Temasek has been assigned overall corporate credit ratings of "Aaa" by Moody's and "AAA" by S&P. The overall corporate credit ratings of "Aaa" by Moody's and "AAA" by S&P were assigned on 12 October 2004 and are current as at the date of this Offering Circular. Moody's and S&P have been paid by Temasek to provide credit rating services in consideration for the credit rating assessments.

Each series of Notes issued under the Programme may be rated or unrated. Where a series of Notes is rated, such credit rating will not necessarily be the same as the credit ratings assigned to Temasek.

Credit ratings are statements of opinion and are not a recommendation to buy, sell or hold the Notes, and investors should perform their own evaluation as to whether the investment is appropriate.

Credit ratings are subject to suspension, revision or withdrawal at any time. Credit rating agencies may also revise or replace entirely the methodology applied to assign credit ratings. Temasek has been assigned overall corporate credit ratings, and may additionally be issued stand-alone credit ratings. No assurance can be given that if Temasek were issued such a stand-alone credit rating, it would be the same as or would not be lower than its overall corporate credit rating. Moreover, no assurances can be given that a credit rating will remain for any given period of time or that a credit rating will not be lowered or withdrawn entirely for any reason. Additionally, Temasek's credit ratings are based on information available to the rating agencies, and there can be no assurance that such information will continue to be available to the rating agencies to enable them to maintain such ratings. Investors should consult their own financial or other professional adviser before making any decisions based on credit ratings. Moody's and S&P have not provided their consent to the inclusion of such information in this Offering Circular and therefore are not liable for information regarding credit ratings contained herein. Neither the Issuer nor Temasek has any obligation under the Notes to inform Noteholders of any such revision, downgrade or withdrawal. A suspension, revision or withdrawal at any time of the credit rating assigned to Temasek, the Programme or the Notes may adversely affect the market price or liquidity of the Notes. Moreover, Temasek's credit ratings do not reflect the potential impact related to market or other risks discussed in "Risk factors — Risks related to the Issuer and Temasek — Temasek and its portfolio companies are subject to macroeconomic, political, strategic, financial and operational risks" relating to the Notes.

Independent auditors

The consolidated financial statements of Temasek Group as at 31 March 2023, 2024 and 2025 and for each of the years in the three-year period ended 31 March 2025 included elsewhere in this Offering Circular have been audited by KPMG LLP, independent auditors, as stated in their report also appearing herein.

Index to consolidated financial statements

The page references in the Directors' Statement and the Independent Auditors' Report for the financial years ended 31 March 2023, 2024 and 2025 set out on pages F1 and F2 to F4, respectively, of this Offering Circular refer to the consolidated financial statements set out on pages FS1 to FS166.

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TEMASEK HOLDINGS (PRIVATE) LIMITED
AND ITS SUBSIDIARIES
(Registration Number: 197401143C)

CONSOLIDATED FINANCIAL STATEMENTS

31 March 2025, 2024, 2023

Directors' Statement

In the opinion of the Directors, the consolidated financial statements of the Group as set out on pages FS1 to FS166 are drawn up so as to present fairly the financial position of the Group as at 31 March 2025, 2024 and 2023, and the financial performance, changes in equity and cash flows of the Group for each of the years then ended.

On behalf of the Board of Directors

/ s / Lim Boon Heng
LIM BOON HENG
Chairman

/ s / Dilhan Pillay Sandrasegara
DILHAN PILLAY SANDRASEGARA
Director

Singapore
30 June 2025

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Independent auditors' report

Member of TEMASEK HOLDINGS (PRIVATE) LIMITED

Report on the audit of the financial statements

Opinion

We have audited the accompanying consolidated financial statements of TEMASEK HOLDINGS (PRIVATE) LIMITED ("THPL") and its subsidiaries (the "Group"), which comprise the consolidated balance sheet as at 31 March 2025, 2024 and 2023, the consolidated income statement, consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated cash flow statement for each of the years then ended, and notes to the consolidated financial statements, including material accounting policy information, as set out on pages FS1 to FS166.

In our opinion, the accompanying consolidated financial statements of the Group present fairly, in all material respects, the financial position of the Group as at 31 March 2025, 2024 and 2023 and the financial performance, changes in equity and cash flow of the Group for each of the years then ended in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board ("IFRS") and Singapore Financial Reporting Standards (International) ("SFRS(I)").

Basis for Opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the *"Auditors' Responsibilities for the Audit of the Financial Statements"* section of this report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority ("ACRA") Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities ("ACRA Code") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

The requirement to communicate key audit matters is not applicable as THPL is not a listed entity.

Other Information

Management is responsible for the other information which accompanies the consolidated financial statements. This other information comprises the Directors' Statement, but does not include the consolidated financial statements and our auditor's report thereon.

KPMG LLP (Registration No. T08LL1267L), an accounting limited liability partnership registered in Singapore under the Limited Liability Partnerships Act 2005 and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

We have obtained all other information prior to the date of this auditors' report.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Directors for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with IFRS and SFRS(I), and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing THPL's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and of the appropriateness in using the going concern basis of accounting for the financial statements of THPL and the Group.

The directors' responsibilities include overseeing the financial reporting process.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit conducted in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or an override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

/ s / KPMG LLP
KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
30 June 2025

Consolidated Income Statement

The Group	Note	2025 $million	2024 $million	2023 $million
Revenue	5	169,414	156,837	167,388
Cost of sales		(126,631)	(116,684)	(130,424)
Gross profit		42,783	40,153	36,964
Other income (net)	8(a)	20,631	6,785	(10,632)
Selling and distribution expenses		(3,459)	(3,454)	(3,393)
Administrative expenses		(12,880)	(11,212)	(10,358)
Finance expenses	6	(7,956)	(7,663)	(6,167)
Other expenses	8	(15,646)	(18,825)	(14,099)
Profit/(loss) before share of profit of associates and joint ventures		23,473	5,784	(7,685)
Share of profit, net of tax of:				
- Associates		5,248	2,777	4,674
- Joint ventures		3,617	2,287	2,771
Profit/(loss) before tax		32,338	10,848	(240)
Tax expense	7	(3,577)	(1,982)	(3,293)
Profit/(loss) for the year	8	28,761	8,866	(3,533)
Profit attributable to non-controlling interests		(5,266)	(3,486)	(3,799)
Profit/(loss) attributable to equity holder of THPL		23,495	5,380	(7,332)

The accompanying notes form an integral part of these consolidated financial statements.

Consolidated Statement of Comprehensive Income

The Group	Note	2025 $million	2024 $million	2023 $million
Profit/(loss) for the year		28,761	8,866	(3,533)
Other comprehensive income/(loss)				
Items that will not be subsequently reclassified to income statement:				
Net change in fair value, net of tax, of equity investments at fair value through other comprehensive income ("FVOCI")		376	264	(96)
Items that are or may be subsequently reclassified to income statement:				
Cash flow hedges, net of tax		(870)	1,502	3,491
Disposal of investments in subsidiaries, with loss of control		242	155	139
Disposal or dilution of investments in associates and joint ventures		96	329	63
Share of associates' and joint ventures' reserves		255	286	(3,518)
Translation differences		(106)	(1,617)	(6,499)
Others (net)		(451)	(321)	47
Total other comprehensive (loss)/income, net of tax	7	(458)	598	(6,373)
Total comprehensive income/(loss)		28,303	9,464	(9,906)
Total comprehensive income attributable to non-controlling interests		(4,960)	(2,516)	(1,271)
Total comprehensive income/(loss) attributable to equity holder of THPL		23,343	6,948	(11,177)

The accompanying notes form an integral part of these consolidated financial statements.

Consolidated Balance Sheet

The Group	Note	2025 $million	2024 $million	2023 $million
Non-current assets				
Property, plant and equipment	9	85,175	81,099	78,434
Right-of-use assets	10	14,004	14,577	14,266
Intangible assets	11	38,855	38,433	41,535
Biological assets	12	525	453	449
Associates	15	75,012	68,753	74,068
Joint ventures	16	32,210	32,335	27,479
Financial assets	17	203,314	171,897	171,997
Derivative financial instruments	18	1,223	1,472	2,232
Investment properties	19	63,121	63,697	67,843
Deferred tax assets	20	2,675	2,487	2,073
Other non-current assets	21	6,412	5,461	4,611
		522,526	480,664	484,987
Current assets				
Inventories	22	26,090	21,024	20,391
Trade and other receivables	23	37,680	34,733	33,658
Financial assets	17	33,109	31,619	22,149
Derivative financial instruments	18	8,434	5,766	7,867
Cash and cash equivalents	25	71,228	84,947	84,461
Assets classified as held for sale	26	640	2,830	499
		177,181	180,919	169,025
Total assets		699,707	661,583	654,012
Equity attributable to equity holder of THPL				
Share capital	27	89,440	86,479	82,702
Other reserves	28(a)	14,692	14,592	14,336
Fair value reserve	28(b)	1,142	422	(192)
Hedging and cost of hedging reserve	28(c)	(72)	476	(1,324)
Currency translation reserve	28(d)	(12,080)	(11,777)	(11,398)
Accumulated profits		285,082	264,409	262,401
		378,204	354,601	346,525
Non-controlling interests	14	54,470	54,488	53,646
Total equity		432,674	409,089	400,171
Non-current liabilities				
Borrowings	29	138,174	129,890	135,298
Derivative financial instruments	18	1,204	1,208	1,831
Provisions	30	1,332	1,379	1,482
Deferred income and liabilities	31	3,144	2,729	2,414
Deferred tax liabilities	20	9,444	9,071	8,705
Other non-current liabilities	32	7,745	7,104	6,905
		161,043	151,381	156,635
Current liabilities				
Trade and other payables	33	54,210	54,177	54,699
Current tax payable		5,758	6,032	7,221
Borrowings	29	31,423	31,115	27,098
Derivative financial instruments	18	9,482	4,375	3,499
Provisions	30	2,462	2,515	2,590
Deferred income and liabilities	31	2,373	2,085	1,980
Liabilities classified as held for sale	26	282	814	119
		105,990	101,113	97,206
Total liabilities		267,033	252,494	253,841
Total equity and liabilities		699,707	661,583	654,012

The accompanying notes form an integral part of these consolidated financial statements.

Consolidated Statement of Changes in Equity

The Group	Share capital $million	Other reserves $million	Fair value reserve $million	Hedging and cost of hedging reserve $million	Currency translation reserve $million	Accumulated profits $million	Total equity attributable to equity holder of THPL $million	Non-controlling interests $million	Total equity $million
At 1 April 2022	79,773	14,033	580	(4,506)	(5,565)	273,022	357,337	56,390	413,727
Total comprehensive (loss)/income									
(Loss)/profit for the year	-	-	-	-	-	(7,332)	(7,332)	3,799	(3,533)
Other comprehensive (loss)/income									
Net change in fair value, net of tax, of equity investments at FVOCI	-	-	(28)	-	-	(210)	(238)	142	(96)
Cash flow hedges, net of tax	-	-	-	3,570	-	-	3,570	(79)	3,491
Disposal of investments in subsidiaries, with loss of control	-	(148)	-	-	287	-	139	-	139
Disposal or dilution of investments in associates and joint ventures	-	66	-	-	51	(44)	73	(10)	63
Share of associates' and joint ventures' reserves	-	(37)	(759)	(389)	(1,989)	(60)	(3,234)	(284)	(3,518)
Translation differences	-	-	-	-	(4,238)	-	(4,238)	(2,261)	(6,499)
Others (net)	-	(35)	-	-	-	118	83	(36)	47
Total other comprehensive (loss)/income	-	(154)	(787)	3,181	(5,889)	(196)	(3,845)	(2,528)	(6,373)
Total comprehensive (loss)/income for the year	-	(154)	(787)	3,181	(5,889)	(7,528)	(11,177)	1,271	(9,906)
Balance carried forward	79,773	13,879	(207)	(1,325)	(11,454)	265,494	346,160	57,661	403,821

The accompanying notes form an integral part of these consolidated financial statements.

	Note	Share capital $million	Other reserves $million	Fair value reserve $million	Hedging and cost of hedging reserve $million	Currency translation reserve $million	Accumulated profits $million	Total equity attributable to equity holder of THPL $million	Non-controlling interests $million	Total equity $million
The Group										
Balance brought forward		79,773	13,879	(207)	(1,325)	(11,454)	265,494	346,160	57,661	403,821
Transactions with owners, recognised directly in equity										
Contributions by and distributions to owners										
Employee share-based payment		-	-	-	-	-	-	-	85	85
Transfers/reclassifications		-	37	-	-	-	(37)	-	-	-
Capital contributions by non-controlling interests		-	-	-	-	-	-	-	1,775	1,775
Dividends paid to non-controlling interests/capital reduction		-	-	-	-	-	-	-	(3,803)	(3,803)
Dividend (one tier) payable of $3.65 per share		-	-	-	-	-	(3,777)	(3,777)	-	(3,777)
Issue of ordinary shares	27	2,929	-	-	-	-	-	2,929	-	2,929
Total contributions by and distributions to owners		2,929	37	-	-	-	(3,814)	(848)	(1,943)	(2,791)
Changes in ownership interests in subsidiaries										
Acquisition of subsidiaries with non-controlling interests		-	-	-	-	-	-	-	334	334
Acquisition of non-controlling interests without a change in control		-	(71)	-	-	(6)	29	(48)	(2,482)	(2,530)
Disposal of investments in subsidiaries with loss of control		-	-	-	-	-	-	-	(1,602)	(1,602)
Partial disposal or dilution of investments in subsidiaries without loss of control		-	491	15	1	62	692	1,261	1,678	2,939
Total changes in ownership interests in subsidiaries		-	420	15	1	56	721	1,213	(2,072)	(859)
Total transactions with owners		2,929	457	15	1	56	(3,093)	365	(4,015)	(3,650)
At 31 March 2023		82,702	14,336	(192)	(1,324)	(11,398)	262,401	346,525	53,646	400,171

The accompanying notes form an integral part of these consolidated financial statements.

The Group	**Share capital $million**	**Other reserves $million**	**Fair value reserve $million**	**Hedging and cost of hedging reserve $million**	**Currency translation reserve $million**	**Accumulated profits $million**	**Total equity attributable to equity holder of THPL $million**	**Non-controlling interests $million**	**Total equity $million**
At 1 April 2023	82,702	14,336	(192)	(1,324)	(11,398)	262,401	346,525	53,646	400,171
Total comprehensive income									
Profit for the year	-	-	-	-	-	5,380	5,380	3,486	8,866
Other comprehensive income/(loss)									
Net change in fair value, net of tax, of equity investments at FVOCI	-	-	189	-	-	-	189	75	264
Cash flow hedges, net of tax	-	-	-	1,642	-	-	1,642	(140)	1,502
Disposal of investments in subsidiaries, with loss of control	-	(4)	1	-	158	-	155	-	155
Disposal or dilution of investments in associates and joint ventures	-	(35)	1	4	349	-	319	10	329
Share of associates' and joint ventures' reserves	-	(39)	424	162	(73)	(135)	339	(53)	286
Translation differences	-	-	-	-	(857)	-	(857)	(760)	(1,617)
Others (net)	-	146	-	-	(2)	(363)	(219)	(102)	(321)
Total other comprehensive income/(loss)	-	68	615	1,808	(425)	(498)	1,568	(970)	598
Total comprehensive income/(loss) for the year	-	68	615	1,808	(425)	4,882	6,948	2,516	9,464
Balance carried forward	82,702	14,404	423	484	(11,823)	267,283	353,473	56,162	409,635

The accompanying notes form an integral part of these consolidated financial statements.

	Note	Share capital $million	Other reserves $million	Fair value reserve $million	Hedging and cost of hedging reserve $million	Currency translation reserve $million	Accumulated profits $million	Total equity attributable to equity holder of THPL $million	Non-controlling interests $million	Total equity $million
The Group										
Balance brought forward		82,702	14,404	423	484	(11,823)	267,283	353,473	56,162	409,635
Transactions with owners, recognised directly in equity										
Contributions by and distributions to owners										
Employee share-based payment		-	-	-	-	-	-	-	15	15
Transfers/reclassifications		-	80	-	-	-	(80)	-	-	-
Capital contributions by non-controlling interests		-	-	-	-	-	-	-	2,066	2,066
Dividends paid to non-controlling interests/capital reduction		-	-	-	-	-	-	-	(3,208)	(3,208)
Dividend (one tier) payable of $2.83 per share		-	-	-	-	-	(2,961)	(2,961)	-	(2,961)
Issue of ordinary shares	27	3,777	-	-	-	-	-	3,777	-	3,777
Total contributions by and distributions to owners		3,777	80	-	-	-	(3,041)	816	(1,127)	(311)
Changes in ownership interests in subsidiaries										
Acquisition of subsidiaries with non-controlling interests		-	-	-	-	-	-	-	264	264
Acquisition of non-controlling interests without a change in control		-	52	-	-	(3)	(3)	46	(28)	18
Disposal of investments in subsidiaries with loss of control		-	-	-	-	-	-	-	(974)	(974)
Partial disposal or dilution of investments in subsidiaries without loss of control		-	56	(1)	(8)	49	170	266	191	457
Total changes in ownership interests in subsidiaries		-	108	(1)	(8)	46	167	312	(547)	(235)
Total transactions with owners		3,777	188	(1)	(8)	46	(2,874)	1,128	(1,674)	(546)
At 31 March 2024		86,479	14,592	422	476	(11,777)	264,409	354,601	54,488	409,089

The accompanying notes form an integral part of these consolidated financial statements.

The Group	**Share capital $million**	**Other reserves $million**	**Fair value reserve $million**	**Hedging and cost of hedging reserve $million**	**Currency translation reserve $million**	**Accumulated profits $million**	**Total equity attributable to equity holder of THPL $million**	**Non-controlling interests $million**	**Total equity $million**
At 1 April 2024	86,479	14,592	422	476	(11,777)	264,409	354,601	54,488	409,089
Total comprehensive income									
Profit for the year	-	-	-	-	-	23,495	23,495	5,266	28,761
Other comprehensive income/(loss)									
Net change in fair value, net of tax, of equity investments at FVOCI	-	-	435	-	-	-	435	(59)	376
Cash flow hedges, net of tax	-	-	-	(521)	-	-	(521)	(349)	(870)
Disposal of investments in subsidiaries, with loss of control	-	53	1	(15)	203	-	242	-	242
Disposal or dilution of investments in associates and joint ventures	-	7	11	(1)	74	-	91	5	96
Share of associates' and joint ventures' reserves	-	133	273	(11)	(185)	(29)	181	74	255
Translation differences	-	-	-	-	(372)	-	(372)	266	(106)
Others (net)	-	(124)	-	-	-	(84)	(208)	(243)	(451)
Total other comprehensive income/(loss)	-	69	720	(548)	(280)	(113)	(152)	(306)	(458)
Total comprehensive income/(loss) for the year	-	69	720	(548)	(280)	23,382	23,343	4,960	28,303
Balance carried forward	86,479	14,661	1,142	(72)	(12,057)	287,791	377,944	59,448	437,392

The accompanying notes form an integral part of these consolidated financial statements.

	Note	Share capital $million	Other reserves $million	Fair value reserve $million	Hedging and cost of hedging reserve $million	Currency translation reserve $million	Accumulated profits $million	Total equity attributable to equity holder of THPL $million	Non-controlling interests $million	Total equity $million
The Group										
Balance brought forward		86,479	14,661	1,142	(72)	(12,057)	287,791	377,944	59,448	437,392
Transactions with owners, recognised directly in equity										
Contributions by and distributions to owners										
Employee share-based payment		-	-	-	-	-	-	-	2	2
Transfers/reclassifications		-	13	-	-	-	(13)	-	-	-
Capital contributions by non-controlling interests		-	-	-	-	-	-	-	2,551	2,551
Dividends paid to non-controlling interests/capital reduction		-	-	-	-	-	-	-	(4,862)	(4,862)
Dividend (one tier) payable of $2.65 per share		-	-	-	-	-	(2,795)	(2,795)	-	(2,795)
Issue of ordinary shares	27	2,961	-	-	-	-	-	2,961	-	2,961
Total contributions by and distributions to owners		2,961	13	-	-	-	(2,808)	166	(2,309)	(2,143)
Changes in ownership interests in subsidiaries										
Acquisition of subsidiaries with non-controlling interests		-	-	-	-	-	-	-	1,205	1,205
Acquisition of non-controlling interests without a change in control		-	9	-	-	(4)	(106)	(101)	(378)	(479)
Disposal of investments in subsidiaries with loss of control		-	-	-	-	-	-	-	(3,597)	(3,597)
Partial disposal or dilution of investments in subsidiaries without loss of control		-	9	-	-	(19)	205	195	101	296
Total changes in ownership interests in subsidiaries		-	18	-	-	(23)	99	94	(2,669)	(2,575)
Total transactions with owners		2,961	31	-	-	(23)	(2,709)	260	(4,978)	(4,718)
At 31 March 2025		89,440	14,692	1,142	(72)	(12,080)	285,082	378,204	54,470	432,674

The accompanying notes form an integral part of these consolidated financial statements.

Consolidated Cash Flow Statement

The Group	2025 $million	2024 $million	2023 $million
Cash flows from operating activities			
Profit/(loss) before tax	32,338	10,848	(240)
Adjustments for:			
Accretion of government compensation received	(193)	(166)	(139)
Amortisation and impairment losses on intangible assets	2,436	5,547	2,724
Depreciation of property, plant and equipment	7,590	7,199	7,130
Depreciation of right-of-use assets	2,117	2,072	2,020
Dividend income	(103)	(109)	(104)
Fair value (gains)/losses on investments mandatorily at FVTPL (net)	(12,475)	(7)	21,320
Fair value losses of derivative financial instruments and other financial assets	2,162	2,488	2,328
Fair value (gains)/losses on investment properties (net)	(67)	624	(1,249)
Fair value gains on biological assets	(132)	(74)	(66)
Gains on disposal of investments in subsidiaries and disposal/dilution of investments in associates and joint ventures	(2,373)	(2,337)	(3,063)
Losses/(Gains) on disposal of derivative financial instruments and other financial assets	392	(750)	(975)
Gains on disposal of property, plant and equipment (net)	(16)	(112)	(34)
Gains on disposal of investment properties	(116)	(59)	(79)
Gains on disposal of leasehold land and property	(1,291)	-	-
Impairment of property, plant and equipment (net)	144	518	65
Impairment losses in right-of-use assets	9	8	2
Impairment losses in value of investments in associates, joint ventures and other financial assets	251	230	350
Finance expenses	7,956	7,663	6,167
Interest income	(2,556)	(2,735)	(1,736)
Bargain purchase from acquisition of subsidiaries	(8)	(1)	-
Property, plant and equipment written off	23	32	22
Share-based compensation expenses	151	319	211
Share of profit of associates, net of tax	(5,248)	(2,777)	(4,674)
Share of profit of joint ventures, net of tax	(3,617)	(2,287)	(2,771)
	27,374	26,134	27,209
Changes in:			
- Assets	(7,664)	(2,230)	1,441
- Liabilities	2,501	(627)	1,189
Foreign currency translation adjustments	97	744	596
Cash generated from operating activities	22,308	24,021	30,435
Income tax paid	(3,169)	(3,025)	(2,422)
Net cash from operating activities	19,139	20,996	28,013

The accompanying notes form an integral part of these consolidated financial statements.

The Group	Note	2025 $million	2024 $million	2023 $million
Cash flows from investing activities				
Net payments for acquisition of subsidiaries and businesses [(1)]		(2,764)	(1,726)	(8,036)
Net proceeds from disposals of subsidiaries and businesses (net of cash disposed of) [(1)]		2,295	468	436
Receipts from deferred payment note		404	355	-
Payment for deferred and contingent considerations		(186)	-	-
Payments for purchases of property, plant and equipment		(12,403)	(10,032)	(9,872)
Proceeds from disposals of property, plant and equipment		377	622	1,380
Payments for purchases of intangible assets		(2,661)	(987)	(1,031)
Proceeds from disposals of intangible assets		24	127	6
Payments for purchases of interests in associates and joint ventures		(3,058)	(5,164)	(6,326)
Proceeds from disposal of interests in associates and joint ventures		1,456	2,802	4,698
Payments for purchases of financial assets and derivative financial instruments		(96,546)	(32,940)	(32,542)
Proceeds from disposals of financial assets and derivative financial instruments		73,009	31,550	36,878
Payments for purchases of investment properties and properties under development		(3,423)	(4,081)	(3,776)
Proceeds from disposal of investment properties and properties under development		3,373	1,090	562
Proceeds from disposal of leasehold land and property		1,380	-	-
Loans to associates and joint ventures		(542)	(872)	(296)
Repayment of loans from associates and joint ventures		651	200	281
Dividends received from associates and joint ventures		6,301	5,882	4,984
Dividends received from financial assets		1,744	1,952	2,306
Interest received		2,811	1,885	1,382
Proceeds from finance receivables		836	-	-
Net cash used in investing activities		(26,922)	(8,869)	(8,966)
Cash flows from financing activities				
Proceeds from partial disposal of interest in subsidiaries without a change in control		349	254	2,861
Payments for acquisitions of interest in subsidiaries without a change in control		(621)	(188)	(2,794)
Repayments of lease liabilities, finance lease and hire purchase obligations		(2,139)	(2,171)	(2,045)
Interest paid		(7,527)	(7,056)	(5,796)
Proceeds from borrowings		51,135	41,093	46,618
Repayments of borrowings		(44,189)	(42,023)	(46,482)
Proceeds from capital grants received		91	11	1
Return of capital by subsidiaries to non-controlling interests		(1,043)	(369)	(393)
Dividend paid to equity holder of THPL		(2,961)	(3,777)	(2,929)
Proceeds from issuance of ordinary shares to equity holder of THPL		2,961	3,777	2,929
Dividends paid to non-controlling interests of subsidiaries		(3,819)	(2,839)	(3,410)
Capital contributions by non-controlling interests of subsidiaries		1,699	2,066	1,775
Net cash used in financing activities		(6,064)	(11,222)	(9,665)
Net (decrease)/increase in cash and cash equivalents		(13,847)	905	9,382
Cash and cash equivalents at the beginning of the year		84,288	83,604	75,436
Effects of exchange rate changes		(276)	(221)	(1,214)
Cash and cash equivalents at the end of the year	25	70,165	84,288	83,604

The accompanying notes form an integral part of these consolidated financial statements.

Note (1) The attributable net assets of subsidiaries and businesses acquired and disposed of are as follows:

	Recognised values		
	2025 $million	**2024 $million**	**2023 $million**
Acquisition of subsidiaries and businesses			
Non-current assets	8,769	2,187	6,208
Current assets	1,618	2,711	3,395
Non-current liabilities	(3,475)	(1,314)	(6,258)
Current liabilities	(1,169)	(571)	(2,271)
	5,743	3,013	1,074
Non-controlling interests	(1,205)	(264)	(334)
Net identifiable assets	4,538	2,749	740
Goodwill on acquisition	606	1,141	9,614
Fair value of previously held interest	(1,518)	(7)	(1,262)
Bargain purchase	(8)	(1)	-
Total purchase consideration	3,618	3,882	9,092
Consideration not yet paid	-	(94)	(365)
Consideration paid in previous financial year	(29)	-	-
Non-cash consideration	(9)	(197)	(3)
Consideration paid, satisfied in cash	3,580	3,591	8,724
Cash and cash equivalents acquired	(816)	(1,865)	(688)
Net cash outflow from acquisitions	2,764	1,726	8,036
Disposal of subsidiaries and businesses			
Non-current assets	10,769	3,109	8,597
Current assets	5,265	802	8,733
Non-current liabilities	(4,496)	(1,615)	(2,495)
Current liabilities	(2,537)	(39)	(6,865)
	9,001	2,257	7,970
Non-controlling interests	(3,597)	(974)	(1,602)
	5,404	1,283	6,368
Realisation of reserves and goodwill	558	125	313
Equity interests retained	(1,712)	(667)	(2,839)
Others	(239)	122	(97)
Gain/(loss) on disposals (net)	243	(118)	1,185
Consideration deferred	(238)	-	(2,168)[(a)]
Cash consideration received	4,016	745	2,762
Cash and cash equivalents disposed of	(1,721)	(277)	(2,326)
Net cash inflow from disposals	2,295	468	436

(a) In January 2023, Sembcorp Industries Ltd disposed of its subsidiary, Sembcorp Energy India Limited. The deferred consideration relates to a deferred payment note issued to the purchaser of Sembcorp Energy India Limited.

The accompanying notes form an integral part of these consolidated financial statements.

These notes form an integral part of the consolidated financial statements.

The consolidated financial statements were authorised for issue by the Board of Directors on 30 June 2025.

1. General information

Temasek Holdings (Private) Limited ("THPL") is incorporated and domiciled in Singapore. The address of THPL's registered office is 60B Orchard Road, #06-18 Tower 2, The Atrium@Orchard, Singapore 238891.

The consolidated financial statements comprise THPL and its subsidiaries (together referred to as the "Group") and the Group's interest in associates and joint ventures.

The principal activity of THPL is that of an investment holding company. The principal activities of the Group include that of investment holding companies and portfolio companies operating in the following sectors: (a) financial services; (b) telecommunications, media and technology; (c) consumer and real estate; (d) transportation and industrials; and (e) life sciences and agri-food.

THPL is wholly-owned by the Singapore Minister for Finance. The Minister for Finance is a body corporate constituted under the Minister for Finance (Incorporation) Act, 1959 of Singapore.

All references to Temasek in these consolidated financial statements shall be deemed to refer to THPL and its Investment Holding Companies ("IHCs"). IHCs are defined as THPL's direct and indirect wholly-owned subsidiaries, whose boards of directors or equivalent governing bodies comprise employees or nominees of (1) THPL, (2) Temasek Pte. Ltd., a wholly-owned subsidiary of THPL, and/or (3) wholly-owned subsidiaries of Temasek Pte. Ltd.

2. Basis of preparation

2.1 Statement of compliance

The consolidated financial statements have been prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board ("IFRS") and Singapore Financial Reporting Standards (International) ("SFRS(I)").

All references to IFRS in these consolidated financial statements shall be deemed to refer to both IFRS and SFRS(I) unless otherwise specified.

2.2 Basis of measurement

The consolidated financial statements have been prepared on the historical cost basis, except as otherwise disclosed in the accounting policies below.

2.3 Functional and presentation currency

The consolidated financial statements are presented in Singapore Dollar, which is THPL's functional currency. All financial information presented in Singapore Dollar has been rounded to the nearest million, unless otherwise indicated.

2.4 Basis of preparation of entities with non-coterminous year end

References to the financial years 2025, 2024 and 2023 refer to the financial years ended 31 March 2025, 31 March 2024 and 31 March 2023 respectively.

The consolidated financial statements include the financial statements of THPL drawn up to 31 March 2025 and financial statements of its subsidiaries, associates and joint ventures which had been prepared and audited up to the year ended either 31 March 2025 or 31 December 2024. The significance of transactions that occurred between 1 January 2025 and 31 March 2025 in respect of subsidiaries, associates and joint ventures with financial year ended 31 December 2024 were evaluated and adjustment made to the consolidated financial statements, where necessary. This approach is allowed under IFRS 10 *Consolidated Financial Statements* and IAS 28 *Investments in Associates and Joint Ventures*.

2.5 Changes in accounting policies

Adoption of new and amended IFRS and interpretations of IFRS that were mandatory for application

During the year ended 31 March 2025, the Group adopted new and amended IFRS and interpretations of IFRS that were mandatory for application. The adoption did not result in substantial changes to the Group accounting policies or significant impact to the consolidated financial statements.

- Amendments to IAS 1: *Classification of Liabilities as Current or Non-current and Non-current Liabilities with Covenants*
- Amendments to IFRS 16: *Lease Liability in a Sale and Leaseback*
- Amendments to IAS 7 and IFRS 7: *Supplier Finance Arrangements*

3. Material accounting policies

The accounting policies set out below have been applied consistently by the Group's subsidiaries and to all periods presented in these consolidated financial statements other than the new and amended IFRS and interpretations of IFRS that were adopted during the year ended 31 March 2025 (note 2.5).

3.1 Consolidation

Business combinations

Business combinations are accounted for using the acquisition method as at the acquisition date, which is the date on which control is transferred to the Group.

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in the income statement.

Any contingent consideration payable is recognised at fair value at the acquisition date and included in the consideration transferred. If the contingent consideration is classified as equity, it is not re-measured and settlement is accounted for within equity. Otherwise, other contingent consideration is measured at fair value at each balance sheet date and subsequent changes to the fair value of the contingent consideration are recognised in the income statement.

For non-controlling interests that are present ownership interests which entitle their holders to a proportionate share of the acquiree's net assets in the event of liquidation, the Group elects on a transaction-by-transaction basis whether to measure them at fair value, or at the non-controlling interests' proportionate share of the recognised amounts of the acquiree's identifiable net assets, at the acquisition date. All other non-controlling interests are measured at acquisition-date fair value, unless another measurement basis is required by IFRS.

Losses attributable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if doing so causes the non-controlling interests to have a deficit balance.

Acquisition costs that the Group incurs in connection with a business combination, other than those associated with the issue of debt or equity securities, are recognised in the income statement as incurred.

Subsidiaries

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

The accounting policies of subsidiaries have been changed where necessary to align them with the policies adopted by the Group.

Investment in subsidiaries is stated in THPL's balance sheet at cost less accumulated impairment losses.

Loss of control

Upon a loss of control of a subsidiary, the Group derecognises the assets and liabilities of the subsidiary, any non-controlling interests and the other components of equity related to the subsidiary. Any surplus or deficit arising on a loss of control is recognised in the income statement. If the Group retains any interest in the previous subsidiary, then such interest is measured at fair value at the date that control is lost. Subsequently, it is accounted for as an equity-accounted investee or as a financial asset depending on the level of influence retained.

Transactions with non-controlling interests

Non-controlling interests represents equity in subsidiaries not attributable, directly or indirectly, to THPL, and are presented separately in the income statement, statement of comprehensive income and within equity in the balance sheet, separately from equity attributable to equity holder of THPL. Changes in the Group's ownership interest in a subsidiary that do not result in a change in control are accounted for as transactions with owners and therefore the carrying amounts of assets and liabilities are not changed and goodwill, bargain purchase and gain or loss on partial disposal are not recognised as a result of such transactions. The adjustments to non-controlling interests are based on a proportionate amount of the net assets/liabilities of the subsidiary. Any difference between the amount by which the non-controlling interests is adjusted and the fair value of the consideration paid or received is recognised directly in equity and attributed to equity holder of THPL.

Associates and joint ventures (equity-accounted investees)

Associates are those entities in which the Group has significant influence, but not control or joint control, over the financial and operating policies of these entities. Significant influence is presumed to exist when the Group holds 20% or more of the voting power of another entity.

A joint venture is an arrangement in which the Group has joint control, whereby the Group has rights to the net assets of the arrangement, rather than rights to its assets and obligations for its liabilities.

Associates and joint ventures are accounted for in the consolidated financial statements using the equity method. They are recognised initially at cost, which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of the post-acquisition results and reserves of associates and joint ventures, after adjustments to align the accounting policies with those of the Group, from the date that significant influence or joint control commences until the date that significant influence or joint control ceases.

Associates and joint ventures held by or through venture capital organisations, mutual funds, unit trusts or similar entities are exempted from applying the equity method in the consolidated financial statements and are classified as investments carried at fair value through profit or loss.

The Group's investments in associates and joint ventures include intangible assets identified and goodwill on acquisition.

When the Group's share of losses exceeds its interest in an associate or a joint venture, the carrying amount of that interest is reduced to zero and the recognition of further losses is discontinued except to the extent that the Group has an obligation to make or has made payments on behalf of the investee.

Unrealised gains or losses arising from transactions between equity-accounted investees are not eliminated against the investments.

Investment in associates is stated in THPL's balance sheet at cost less accumulated impairment losses.

Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income and expenses arising from intra-group transactions, are eliminated. Unrealised gains arising from transactions with associates and joint ventures are eliminated against the investment to the extent of the Group's interest in the investee. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

3.2 Foreign currencies

Foreign currency transactions

Transactions in foreign currencies are translated to the respective functional currencies of Group entities at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the balance sheet date are translated to functional currencies at exchange rates at the balance sheet date. Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to functional currencies at exchange rates at the date on which the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using exchange rates at the dates of transactions.

Foreign currency differences arising on translation are recognised in the income statement, except for foreign currency differences arising on the translation of monetary items that in substance form part of the Group's net investment in a foreign operation (see below), investments in equity securities designated as fair value through other comprehensive income, financial liabilities designated as hedges of a net investment in a foreign operation to the extent that the hedge is effective (note 3.13) or qualifying cash flow hedges to the extent the hedge is effective, which are recognised in other comprehensive income.

Foreign operations

The assets and liabilities of foreign operations, excluding goodwill and fair value adjustments arising on acquisition, are translated to Singapore Dollar at exchange rates prevailing at the balance sheet date. The income and expenses of foreign operations are translated to Singapore Dollar at average exchange rates for the year. Goodwill and fair value adjustments arising on the acquisition of a foreign operation on or after 1 April 2005 are treated as assets and liabilities of the foreign operation and are translated at exchange rates prevailing at the balance sheet date. For acquisitions prior to 1 April 2005, exchange rates at the date of acquisition were used.

Foreign currency differences are recognised in other comprehensive income and presented in the currency translation reserve in equity. However, if the foreign operation is a non-wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the non-controlling interests. When a foreign operation is disposed of such that control, significant influence or joint control is lost, the cumulative amount in the currency translation reserve related to that foreign operation is reclassified to the income statement as part of the gain or loss on disposal. When the Group disposes of only part of its interest in a subsidiary that includes a foreign operation while retaining control, the relevant proportion of the cumulative amount is reattributed to non-controlling interests. When the Group disposes only part of its investment in an associate or joint venture that includes a foreign operation while retaining significant influence or joint control, the relevant proportion of the cumulative amount is reclassified to the income statement.

When settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely in the foreseeable future, foreign exchange gains and losses arising from such a monetary item are considered to form part of a net investment in a foreign operation. These are recognised in other comprehensive income, and are presented in the currency translation reserve in equity.

3.3 Revenue

Sale of goods and rendering of services

Revenue from sale of goods and services in the ordinary course of business is recognised when the Group satisfies a performance obligation ("PO") by transferring control of a promised goods or services to the customer. The amount of revenue recognised is the amount of the transaction price allocated to the satisfied PO.

The transaction price is allocated to each PO in the contract on the basis of the relative stand-alone selling prices of the promised goods or services. The individual standalone selling price of a goods or services that has not previously been sold on a stand-alone basis, or has a highly variable selling price, is determined based on the residual portion of the transaction price after allocating the transaction price to goods and/or services with observable stand-alone selling prices. A discount or variable consideration is allocated to one or more, but not all, of the POs if it relates specifically to those POs.

Transaction price is the amount of consideration in the contract to which the Group expects to be entitled in exchange for transferring the promised goods or services. The transaction price may be fixed or variable and is adjusted for time value of money if the contract includes a significant financing component. Consideration payable to a customer is deducted from the transaction price if the Group does not receive a separate identifiable benefit from the customer. When consideration is variable, the estimated amount is included in the transaction price to the extent that it is highly probable that a significant reversal of the cumulative revenue will not occur when the uncertainty associated with the variable consideration is resolved.

Revenue may be recognised at a point in time or over time following the timing of satisfaction of the PO. If a PO is satisfied over time, revenue is recognised based on the percentage of completion reflecting the progress towards complete satisfaction of that PO.

Rental income under operating leases is recognised in the income statement on a straight-line basis over the term of the lease, except where an alternative basis is more representative of the pattern of benefits to be derived from the leased asset. Lease incentives granted are recognised as an integral part of the total rental income, over the term of the lease. Contingent rents are recognised in the income statement when earned.

Dividend income

Dividend income is recognised in the income statement when the right to receive payment is established.

Interest income

Interest income includes interest on deposits and investments in debt securities and interest arising from various types of lending activities by subsidiaries that are financial institutions. Interest income is recognised as it accrues, using the effective interest method.

Investment gains or losses of financial assets held for trading

Changes in fair values of financial assets held for trading measured at fair value through profit or loss, and financial derivative instruments are recognised as revenue when the changes in fair value arise. On disposal, the difference between the sales proceeds and the carrying amount is recognised as revenue in the income statement.

3.4 Other income

Other income includes interest income, dividend income, changes in fair value of financial instruments, gains on disposal of investments in subsidiaries, associates, joint ventures, property, plant and equipment and other financial assets.

3.5 Government grants

Government grants are recognised in the balance sheet initially as deferred income when there is reasonable assurance that they will be received and conditions attached to them will be complied with. Grants that compensate the Group for expenses incurred are recognised in the income statement on a systematic basis in the same period in which the expenses are incurred, unless the conditions for receiving the grant are met after the related expenses have been recognised. In this case, the grant is recognised when it becomes receivable. Grants that compensate the Group for the cost of an asset are recognised in the income statement on a systematic basis over the useful life of the asset.

3.6 Finance expenses

Finance expenses comprise interest expense on borrowings and unwinding of discount on provisions. All borrowing costs are recognised in the income statement using the effective interest method, except to the extent that they are capitalised as being directly attributable to the acquisition, construction or production of a qualifying asset.

3.7 Tax

Tax expense comprises current and deferred tax. Tax expense is recognised in the income statement except to the extent that it relates to items recognised directly in equity or in other comprehensive income.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at the balance sheet date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognised for the following temporary differences: initial recognition of goodwill, initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit and does not give rise to equal taxable and deductible differences and differences relating to investments in subsidiaries, associates and joint ventures to the extent that it is probable that they will not reverse in the foreseeable future.

The measurement of deferred taxes reflects the tax consequences that would follow the manner in which the Group expects, at the balance sheet date, to recover or settle the carrying amount of its assets and liabilities. For investment property that is measured at fair value, it is presumed that the carrying amount of such investment property will be recovered entirely through sale. Deferred tax is measured at the tax rates that are expected to be applied to the temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the balance sheet date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realised simultaneously.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which temporary differences can be utilised. Deferred tax assets are reviewed at each balance sheet date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

3.8 Dividends to THPL's shareholder

Dividends to THPL's shareholder are recognised when the obligation to dividend payment is established.

3.9 Property, plant and equipment

Recognition and measurement

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

Cost includes expenditure that is directly attributable to the acquisition of the asset. The cost of self-constructed assets includes the costs of materials and direct labour, any other costs directly attributable to bringing the asset to a working condition for their intended use, estimated costs of dismantling and removing the items and restoring the site on which they are located when the Group has an obligation to remove the asset or restore the site, and capitalised borrowing costs.

Purchased software that is integral to the functionality of the related equipment is capitalised as part of that equipment.

Bearer plants are immature plantations stated at acquisition cost which includes costs incurred for field preparation, planting, farming inputs and maintenance, capitalisation of borrowing costs incurred on loans used to finance the development of immature plantations and an allocation of other indirect costs based on planted hectarage.

When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment.

On disposal of an item of property, plant and equipment, the difference between the net disposal proceeds and its carrying amount is recognised in the income statement.

Subsequent costs

Subsequent expenditure relating to property, plant and equipment that has already been recognised is added to the carrying amount of the asset only when it is probable that future economic benefits embodied within the component will flow to the Group and its cost can be measured reliably. The carrying amount of the replaced component is derecognised. Other subsequent expenditure such as repairs and maintenance is recognised in the income statement as incurred.

Depreciation

Depreciation is recognised in the income statement on a straight-line basis to write down the cost of property, plant and equipment to its estimated residual value over the estimated useful lives (or lease term, if shorter) of each part of an item of property, plant and equipment.

The estimated useful lives are as follows:

	Nature of property, plant and equipment	Useful lives
(a)	Leasehold land and buildings and improvements	1 to 99 years
(b)	Dry docks, floating docks, wharves, slipways, syncrolifts and wet berthages	2 to 50 years
(c)	Aircrafts, aircraft spares and engines, flight simulators and training aircrafts	2 to 30 years (For used freighter aircraft, the Group depreciates them over 20 years minus age of aircraft at point of purchase)
(d)	Marine crafts and vessels	6 to 25 years
(e)	Plant, equipment and machinery	1 to 56 years
(f)	Furniture, fittings, office equipment, computers, vehicles and others	1 to 25 years
(g)	Bearer plants	15 to 30 years

No depreciation is provided on freehold land and leasehold land with a remaining lease period of more than 100 years. No depreciation is provided on construction work-in-progress until the related property, plant and equipment is ready for use.

At each balance sheet date, depreciation methods, useful lives and residual values are reviewed and adjusted, as appropriate.

3.10 Leases

(a) As a lessee

The Group recognises right-of-use ("ROU") assets and lease liabilities at lease commencement dates conveying the right to control the use of the identified assets for a period of time.

For contracts that contain both lease and non-lease components, the consideration is allocated to each lease component on the basis of its relative stand-alone price, and the aggregate stand-alone price of the non-lease components.

For leases of property, the Group has elected not to separate lease and non-lease components and account for them as a single lease component.

Right-of-use assets

A ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

A ROU asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of the useful life of the ROU asset or the end of the lease term. The estimated useful lives of ROU assets are determined on the same basis as those of property, plant and equipment. ROU assets are periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liabilities.

ROU assets which meet the definition of investment properties are presented within investment properties and accounted for in accordance with note 3.14.

Lease liabilities

A lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the lessee's incremental borrowing rate.

Lease payments included in the measurement of a lease liability comprise:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable;
- variable lease payments that depend on an index or a rate, initially measured using the index or rate at the commencement date;
- amounts expected to be payable under a residual value guarantee; and
- the exercise price under a purchase option that the Group is reasonably certain to exercise, lease payments in an optional renewal period if the Group is reasonably certain to exercise the extension option, and penalties for early termination of a lease unless the Group is reasonably certain not to terminate early.

Variable lease payments that do not depend on an index or rate are not included in the measurement of lease liabilities, but are recognised as expenses in the period in which the condition that triggers those payments occurs.

A lease liability is subsequently measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, or a change in the estimated amount payable under a residual value guarantee, or a change in assessment of whether a purchase, extension or termination option will be exercised.

When the lease liability is remeasured, a corresponding adjustment is made to the carrying amount of the ROU asset, or the income statement if the carrying amount of the ROU has been reduced to zero.

Short-term leases and low-value leases

The Group has elected not to recognise ROU assets and lease liabilities for short-term leases and low value leases. Lease payments are recognised as expenses in the income statement on a straight-line basis over the lease term.

(b) As a lessor

For contracts that contain both lease and non-lease components, the consideration is allocated to each lease component on the basis of its relative stand-alone price, and the aggregate stand-alone price of the non-lease components.

Lessors of operating leases

Leases of investment properties where the Group retains substantially all risks and rewards incidental to ownership are classified as operating leases. Leasing income from operating leases (net of any incentives given to the lessees) is recognised in the income statement on a straight-line basis over the lease term.

Initial direct costs incurred in negotiating and arranging the leases are added to the carrying amount of the leased assets and recognised as expenses in the income statement over the lease term on the same basis as the lease income.

Contingent rents are recognised in the income statement when earned.

Intermediate lessors

When the Group is an intermediate lessor, it accounts for its interests in the head lease and the sub-lease separately. It assesses the lease classification of a sub-lease with reference to the ROU asset arising from the head lease, and not with reference to the underlying asset. If a head lease is a short-term lease, then the sub-lease is classified as an operating lease.

3.11 Intangible assets

Goodwill on consolidation

Goodwill and bargain purchase arise on the acquisition of subsidiaries, associates and joint ventures.

(a) Acquisitions on and after 1 April 2017

Goodwill at the acquisition date represents the excess of:

- the fair value of the consideration transferred; plus
- the recognised amount of any non-controlling interests in the acquiree; plus
- the fair value of existing equity interest in the acquiree if the business combination is achieved in stages;

over the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed.

When the excess is negative, a bargain purchase is recognised immediately in the income statement.

Goodwill is measured at cost less accumulated impairment losses. Goodwill is tested for impairment as described in note 3.12.

Gains and losses on disposal of subsidiaries, associates and joint ventures include the carrying amount of goodwill relating to the entity sold.

(b) Acquisitions prior to 1 April 2017

Goodwill and bargain purchase arising from business acquisitions had been accounted for as follows:

- prior to 1 April 2001, both goodwill and bargain purchase were taken directly to accumulated profits.
- between 1 April 2001 to 31 March 2005, goodwill was stated at cost less amortisation. Bargain purchase was taken directly to accumulated profits.
- between 1 April 2005 to 31 March 2017, goodwill was stated at cost less impairment loss and bargain purchase was taken to the income statement.

As part of the Group's transition to IFRS, the Group applied an optional exemption and elected not to restate business combinations that occurred prior to the date of transition to IFRS on 1 April 2017. Goodwill that arose from acquisitions prior to 1 April 2017 had been carried forward from the previous FRS framework.

Other intangible assets

Other intangible assets that have finite useful lives are stated at cost less accumulated amortisation and accumulated impairment losses. They are amortised in the income statement on a straight-line basis over their estimated useful lives from the date on which they are available for use.

Other intangible assets that have indefinite useful lives or are not ready for use are stated at cost less accumulated impairment losses.

Subsequent expenditure is capitalised only when it increases the future economic benefits embodied in the specific asset to which it relates. All other expenditure, including expenditure on internally generated goodwill and brands, is recognised in the income statement as incurred.

The estimated useful lives are as follows:

	Nature of intangible assets	Useful lives
(a)	Licences	4 to Indefinite
(b)	Software	1 to 12 years
(c)	Port use, water and other rights	1 to 42 years
(d)	Other intangible assets	
	- Brand name and Trademarks	1 to Indefinite
	- Customer contracts and relationships	1 to 30 years
	- Deferred development expenditure	1 to 41 years

At each balance sheet date, amortisation methods, useful lives and residual values are reviewed and adjusted, as appropriate.

3.12 Impairment – non-financial assets

Property, plant and equipment, Intangible assets, Subsidiaries, Associates and Joint ventures

The recoverable amounts of goodwill and intangible assets that have indefinite useful lives or that are not yet available for use, are estimated each year at the same time, and as and when indicators of impairment are identified.

The carrying amounts of the Group's other non-financial assets are reviewed at each balance sheet date to determine whether there is any indication of impairment. If any such indication exists, the assets' recoverable amounts are estimated.

The recoverable amount of an asset or cash-generating unit is the greater of its value in use and its fair value less costs to sell. An impairment loss is recognised if the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. A cash-generating unit is the smallest identifiable asset group that generates cash inflows from continuing use which is largely independent from other assets and groups. Impairment losses are recognised in the income statement unless it reverses a previous revaluation, credited to equity, in which case it is charged to equity. Impairment losses recognised in respect of cash-generating units are allocated first to reduce the carrying amount of any goodwill allocated to the units and then to reduce the carrying amount of the other assets in the unit (group of units) on a pro-rata basis.

An impairment loss for an asset, other than goodwill on acquisition of subsidiaries, is reversed if, and only if, there has been a change in the estimates used to determine the asset's recoverable amount since the last impairment loss was recognised. Impairment loss on goodwill on acquisition is not reversed in the subsequent period.

Goodwill forms part of the carrying amount of an investment in an associate or joint venture. The entire amount of the investment in an associate or joint venture is tested for impairment as a single asset when there is objective evidence that the investment in an associate or joint venture may be impaired.

3.13 Financial instruments

Non-derivative financial instruments

Non-derivative financial instruments comprise investments in equity and debt securities, other non-current assets, trade and other receivables, cash and cash equivalents, other non-current liabilities, trade and other payables, and borrowings.

Cash and cash equivalents comprise cash balances, bank deposits, other short-term highly liquid investments and bank overdrafts. For the purpose of the consolidated cash flow statement, cash and cash equivalents are presented net of bank overdrafts which are repayable on demand and restricted cash.

A financial instrument is recognised when the Group becomes a party to the contractual provisions of the instrument. Financial assets are derecognised when the Group's contractual rights to the cash flows from the financial assets expire or if the Group transfers the financial asset to another party without retaining control or transfers substantially all the risks and rewards of ownership of the asset. Regular way purchases and sales of financial assets are accounted for at trade date, i.e. the date that the Group commits itself to purchase or sell the asset.

Financial liabilities are derecognised if the Group's obligations specified in the contract expire or are discharged or cancelled. Any gain or loss on derecognition is recognised in the income statement.

Financial assets and liabilities are offset and the net amount presented in the balance sheet when, and only when, the Group has a legally enforceable right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously.

Non-derivative financial instruments (unless it is a trade receivable without a significant financing component) that are not at fair value through profit or loss ("FVTPL") are recognised initially at fair value, plus or minus, any directly attributable transaction costs. Non-derivative financial instruments that are at FVTPL are recognised initially at fair value and any directly attributable transaction costs are recognised in the income statement when incurred. A trade receivable without a significant financing component is initially measured at its transaction price.

Subsequent to initial recognition, the measurement basis of non-derivative financial instruments is described below.

Share capital

Ordinary shares are classified as equity.

Incremental costs directly attributable to the issue of ordinary shares are recognised as a deduction from equity, net of any tax effect.

Compound financial instruments

Compound financial instruments issued by the Group comprise convertible notes and convertible redeemable preference shares that can be converted to shares or redeemed at the option of the holder and/or issuer at varying conditions and redemption amounts.

The liability component of a compound financial instrument is recognised initially at the fair value of a similar liability that does not have an equity conversion option. The equity component is recognised initially at the difference between the fair value of the compound financial instrument as a whole and the fair value of the liability component. Any directly attributable transaction costs are allocated to the liability and equity components in proportion to their initial carrying amounts.

Subsequent to initial recognition, the liability component of a compound financial instrument is measured at amortised cost using the effective interest method. The equity component of a compound financial instrument is not re-measured subsequent to initial recognition. On conversion, the financial liability is reclassified to equity. No gain or loss is recognised on conversion.

Financial guarantees

Financial guarantees are financial instruments issued by the Group that require the issuer to make specified payments to reimburse the holder for the loss it incurs because a specified debtor fails to meet payment when due in accordance with the original or modified terms of a debt instrument.

Financial guarantees are recognised initially at fair value plus transaction costs and are classified as financial liabilities. Subsequent to initial measurement, the financial guarantees are stated at the higher of (a) the amount initially recognised less, where appropriate, the cumulative amount of income recognised; and (b) the amount determined in accordance with the expected credit loss model.

When financial guarantees are terminated prior to their original expiry dates, the carrying amounts of the financial guarantees are transferred to the income statement.

Financial liabilities

(a) Trade and other payables

Trade and other payables are carried at amortised cost using the effective interest method.

(b) Borrowings

Borrowings are carried at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in the income statement over the period of the borrowings using the effective interest method.

Financial assets

On initial recognition, a financial asset is classified as measured at fair value through profit or loss ("FVTPL"), amortised cost or fair value through other comprehensive income ("FVOCI").

(a) Financial assets at fair value through profit or loss

Financial assets that are held for trading are measured at FVTPL. Financial assets are classified as held-for-trading if they are acquired for the purpose of selling in the short-term, or on initial recognition, they are part of a portfolio of identified financial instruments that are managed together for which there is evidence of a recent actual pattern of short-term profit taking.

Financial assets which are managed and whose performance are evaluated on a fair value basis and those that are not classified as measured at amortised cost or FVOCI (as described below) are also measured at FVTPL. A derivative (except for a derivative that is a financial guarantee contract or a designated and effective hedging instrument) is deemed as held-for-trading.

On initial recognition, the Group may irrevocably designate a financial asset at FVTPL that otherwise meets the requirements to be measured at amortised cost or at FVOCI if doing so eliminates or significantly reduces an accounting mismatch that would otherwise arise.

These assets are subsequently measured at fair value. Net gains and losses, including any interest or dividend income, are recognised in the income statement.

(b) Financial assets at amortised cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- the asset is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

These assets, which include other non-current assets, trade and other receivables and cash and cash equivalents, are subsequently measured at amortised cost using the effective interest method. The amortised costs are reduced by impairment losses. Interest income, foreign exchange gains and losses and impairment are recognised in the income statement. Any gain or loss on derecognition is recognised in the income statement.

(c) Debt investments at fair value through other comprehensive income

A debt instrument is measured at FVOCI only if it meets both of the following conditions and is not designated as at FVTPL:

- the asset is held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets; and
- the contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

These assets are subsequently measured at fair value. Interest income using the effective interest method, foreign exchange gains and losses and impairment losses are recognised in the income statement. Other net gains and losses are recognised in other comprehensive income. On derecognition, cumulative gains and losses recognised in other comprehensive income are reclassified to the income statement.

(d) Equity investments at fair value through other comprehensive income

On initial recognition of an equity investment that is not held for trading, the Group may irrevocably elect to present subsequent changes in fair value in other comprehensive income. This election is made on an investment-by-investment basis.

These assets are subsequently measured at fair value. Dividends are recognised in the income statement unless the dividend clearly represents a recovery of part of the cost of an investment. Other net gains and losses are recognised in other comprehensive income and are never reclassified to the income statement. On derecognition, cumulative gains and losses recognised in other comprehensive income are transferred to accumulated profits.

Impairment of financial assets

The Group recognises loss allowance for expected credit losses in the following financial instruments that are not measured at FVTPL:

- debt investments that are measured at FVOCI;
- debt investments that are measured at amortised cost;
- trade receivables and contract assets;
- lease receivables;
- other receivables;
- financial guarantee contracts issued; and
- loan commitments issued.

Loss allowances of the Group are measured on either of the following bases:

- Simplified approach: Lifetime expected credit losses ("ECL") that result from all possible default events over the expected life of a financial instrument; or
- General approach: 12-month ECL that result from default events that are possible within the 12 months after the balance sheet date (or for a shorter period if the expected life of the instrument is less than 12 months); or
- Cumulative changes in lifetime ECL.

Simplified approach

The Group applies the simplified approach to provide for ECL for all trade receivables and contract assets, and lease receivables. The simplified approach requires the loss allowance to be measured at an amount equal to lifetime ECL.

General approach

The Group applies the general approach to provide for ECL on all other financial instruments, except for purchased or originated financial assets that are credit-impaired on initial recognition. Under the general approach, loss allowance is measured at an amount equal to 12-month ECL at initial recognition.

At each balance sheet date, the Group assessed whether the credit risk of a financial instrument has increased significantly since initial recognition. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECL.

If credit risk has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECL.

Credit-impaired financial assets

At each balance sheet date, the Group assesses whether financial assets carried at amortised cost and debt investments measured at FVOCI are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Purchased or originated credit-impaired financial assets are financial assets that are credit-impaired at initial recognition. Loss allowance for purchased or originated financial assets that are credit-impaired on initial recognition is measured at an amount equal to the cumulative changes in lifetime ECL.

Measurement of ECL

ECL are a probability-weighted estimate of credit losses. They are measured as follows:

- financial assets that are not credit-impaired at the balance sheet date: as the present value of all cash shortfalls (i.e. the difference between the cash flows due to the Group in accordance with the contract and the cash flows that the Group expects to receive);
- financial assets that are credit-impaired at the balance sheet date: as the difference between the gross carrying amount and the present value of estimated future cash flows;
- financial assets that are purchased or originated credit-impaired at initial recognition: as the present value of the difference between the cash flows the Group expects to receive at initial recognition and the cash flows that the Group expects to receive subsequent to initial recognition;
- financial guarantee contracts: as the expected payments to reimburse the holder less any amounts that the Group expects to recover; and
- undrawn loan commitments: as the present value of the difference between the contractual cash flows that are due to the Group if the commitment is drawn down and the cash flows that the Group expects to receive.

Derivative financial instruments and hedging activities

At the inception of the transaction, the Group documents the relationship between the hedging instruments and hedged items, as well as its risk management objective and strategies for undertaking various hedge transactions. At hedge inception and on an ongoing basis, the Group also documents its assessment of whether the derivatives designated as hedging instruments are highly effective in offsetting changes in fair value or cash flows of the hedged items attributable to the hedged risk.

Derivatives are recognised initially at fair value and attributable transaction costs are recognised in the income statement as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are accounted for as described below.

(a) Cash flow hedges

Changes in the fair value of a derivative hedging instrument designated as a cash flow hedge are recognised in other comprehensive income and presented in the hedging reserve in equity to the extent that the hedge is effective, limited to the cumulative change in fair value of the hedged item from inception of the hedge. To the extent that the hedge is ineffective, changes in fair value are recognised immediately in the income statement.

If the hedge no longer meets the criteria for hedge accounting, or if the hedging instrument is sold, expires, is terminated or is exercised, then hedge accounting is discontinued prospectively. The cumulative gain or loss previously recognised in equity remains in equity until the forecast transaction affects the income statement. When the hedged item is a non-financial asset, the amount recognised in equity is transferred to the carrying amount of the asset when the asset is recognised. If the forecast transaction is no longer expected to occur, then the balance in equity is recognised immediately in the income statement. In other cases, the amount recognised in equity is transferred to the income statement in the same period that the hedged item affects the income statement.

(b) Fair value hedges

Changes in the fair value of a derivative hedging instrument designated as a fair value hedge are recognised in the income statement. The hedged item is also stated at fair value in respect of the risk being hedged; the gain or loss attributable to the hedged risk is recognised in the income statement and the carrying amount of the hedged item is adjusted.

If the hedge no longer meets the criteria for hedge accounting, or the hedging instrument is sold, expires, is terminated or is exercised, then hedge accounting is discontinued prospectively. The fair value adjustment to the carrying amount of the hedged item arising from the hedged risk is amortised to the income statement from that date.

(c) Hedges of a net investment in a foreign operation

Foreign currency differences arising on translation of financial liabilities designated as hedges of a net investment in a foreign operation are recognised in the income statement. On consolidation, such foreign currency differences are recognised in other comprehensive income and presented in the currency translation reserve in equity, to the extent that the hedge is effective. To the extent that the hedge is ineffective, such foreign currency differences are recognised in the income statement.

When the hedged net investment is disposed of, in part or in full, the relevant amount in the currency translation reserve is transferred to the consolidated income statement as part of the gain or loss on disposal.

(d) Separable embedded derivatives

Changes in the fair value of separable embedded derivatives are recognised in the income statement.

(e) Other non-trading derivatives

Fair value changes on derivatives that are not designated or do not qualify for hedge accounting are recognised in the income statement when the changes arise.

3.14 Investment properties and properties under development

Investment properties (including those under development) are held for long-term rental yields and/or for capital appreciation and are not occupied substantially by the Group.

Investment properties are initially recognised at cost and subsequently carried at fair value. Changes in fair values are recognised in the income statement.

The fair value is determined based on internal valuation or independent professional valuation. Where the fair value of investment properties under development cannot be reliably measured, the property is measured at cost until the earlier of the date at which construction is completed and the date at which fair value becomes reliably measurable.

Investment properties are subject to renovations or improvements at regular intervals. The costs of major renovations and improvements are capitalised and the carrying amounts of the replaced components are recognised in the income statement. The costs of maintenance, repairs and minor improvements are recognised in the income statement when incurred.

If an investment property becomes substantially owner-occupied, it is reclassified to property, plant and equipment and its fair value at the date of reclassification becomes its cost for subsequent accounting purposes.

On disposal of an investment property, the difference between the disposal proceeds and the carrying amount is recognised in the income statement.

3.15 Inventories and contract balances

(a) Inventories

Inventories, other than commodities held for trading, are stated at the lower of cost and net realisable value. Cost is calculated on a first-in-first-out basis or by weighted average cost, depending on the nature and use of the inventories. Cost comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition. In the case of manufactured inventories and work-in-progress, cost includes an appropriate share of production overheads based on normal operating capacity. Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and selling expenses.

Inventories for commodity trading businesses are measured at fair value less costs to sell, with changes in fair value less costs to sell recognised in the income statement in the period of the change.

For agricultural produce that is harvested, cost of inventory is stated at fair value less estimated point-of-sale costs at the time of harvest. Thereafter, this inventory is carried at the lower of cost and net realisable value.

Development properties are measured at the lower of cost and net realisable value. Net realisable value represents the estimated selling price less costs to be incurred in selling the property. The write-down to net realisable value is presented as allowance for inventories.

The cost of development properties comprises specifically identified costs, including acquisition costs, development expenditure, borrowing costs and other related expenditure.

When the development properties for sale are being transferred to investment property, any difference between the fair value of the property and its previous carrying amount at the date of transfer is recognised in the income statement.

(b) Contract balances

A contract asset is recognised when the Group has the right to consideration in exchange for goods or services that has been transferred to a customer. Contract assets are transferred to trade receivables when the consideration for performance obligations is billed.

A contract cost is recognised as an asset when the incremental cost of obtaining or fulfilling a contract with a customer is expected to be recovered. Contract costs are subsequently amortised on a systemic basis that is consistent with the transfer of goods and services to the customers. A contract liability is recognised when the Group has the obligation to transfer goods or services to a customer for which consideration has been received (or the amount is due) from the customer. Contract liabilities are recognised as revenues when services are provided to customers.

3.16 Non-current assets held for sale

Non-current assets or disposal groups comprising assets and liabilities that are expected to be recovered primarily through sale rather than through continuing use, are classified as held for sale and are carried at the lower of carrying amount and fair value less costs to sell. Impairment losses on initial classification as held for sale and subsequent gains or losses on re-measurement are recognised in the income statement. Gains are not recognised in excess of any cumulative impairment loss.

Intangible assets and property, plant and equipment once classified as held for sale or distribution are not amortised or depreciated. In addition, equity accounting of associates and joint ventures ceases once classified as held for sale.

An asset group is classified as held for sale if it meets the following criteria:

(a) The asset group is available for immediate sale in its present condition subject only to terms that are usual and customary for sales of such assets; and

(b) The sale is highly probable. Highly probable means:

(i) Management is committed to a plan to sell;
(ii) an active program to locate a buyer and complete the plan to sell has been initiated;
(iii) the asset is being marketed for sale at a price that is reasonable in relation to its current fair value; and
(iv) actions required to complete the plan indicate that it's unlikely that significant changes will be made, or the plan will be withdrawn or where there are no outstanding substantive approvals required to complete the sale.

3.17 Employee benefits

(a) Defined contribution plans

A defined contribution plan is a post-employment benefit plan under which an entity pays fixed contributions into a separate entity and will have no legal or constructive obligation to pay further amounts. Obligations for contributions to defined contribution plans are recognised as an expense in the income statement when incurred.

(b) Share-based payment

For equity-settled share-based payment transactions, the fair value of the goods or services received is recognised as an expense in the income statement with a corresponding increase in equity over the vesting period during which the employees become unconditionally entitled to the equity instrument. The fair value of the goods or services received is determined by reference to the fair value of the equity instrument granted at the date of the grant. At each balance sheet date, the number of equity instruments that are expected to be vested are estimated. The impact on the revision of original estimates is recognised in expense and a corresponding adjustment to equity over the remaining vesting period, unless the revision to original estimates is due to market conditions. No adjustment is made to the original estimate if the actual outcome differs from the estimate due to market conditions.

For cash-settled share-based payment transactions, the fair value of the goods or services received is recognised as an expense in the income statement with a corresponding increase in liability over the vesting period during which the employees become unconditionally entitled to the equity instrument. The fair value of the goods or services received is determined by reference to the fair value of the liability. Until the liability is settled, the fair value of the liability is re-measured at each balance sheet date and at the date of settlement, with any changes in fair value recognised in the income statement.

The proceeds received from the exercise of the equity instrument, net of any directly attributable transaction costs, are credited to equity when the equity instruments are exercised.

(c) Short-term employee benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are recognised as expenses in the income statement as the related services are provided. A liability is recognised for the amount expected to be paid under short-term cash bonus or profit-sharing plans if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee, and the obligation can be estimated reliably.

(d) Other long-term employee benefits

The Group’s net obligations in respect of long-term employee benefits other than pension plans is the amount of future benefits that employees have earned in return for their service in current and prior periods. The benefit is discounted to determine its present value, and the fair value of any related assets is deducted.

4. Critical accounting estimates, assumptions and judgements

The preparation of the consolidated financial statements in conformity with IFRS requires management to make judgements, estimates and assumptions that affect the application of accounting policies and reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimates are revised and in any future periods affected.

In assessing the Group's carrying amounts of assets and liabilities, the Group had considered factors such as geopolitical tensions, uncertainty of the global economy, volatility in prices of stocks, commodities, properties and interest and exchange rates.

Towards the end of the financial year, the US implemented a series of sector-specific tariffs on imports. In April 2025, the US introduced broad based tariffs on most imported goods. Some of these measures have been temporarily paused or suspended and some face legal challenges. Ongoing changes to these tariffs and international responses have resulted in significant volatility in financial markets and economic conditions and created challenges for businesses in managing operations and meeting customer demands.

As of the authorisation date of these financial statements, these events continue to evolve; any subsequent developments could impact the Group’s operations, financial performance, and positions in periods after the year end. The estimates and assumptions as described below, represent the Group’s best judgement based on relevant information that were available at 31 March 2025. Should the extent and duration of these events differ from the Group’s best judgement as at the balance sheet date, significant estimates and assumptions used in the preparation of the consolidated financial statements may be subject to adjustments in future periods.

(a) Impairment of property, plant and equipment, intangible assets and goodwill

Property, plant and equipment and intangible assets (other than goodwill) are tested for impairment whenever there is any objective evidence or indication that these assets may be impaired. Goodwill is tested for impairment annually and whenever there is indication that the goodwill may be impaired.

The recoverable amounts of these assets and cash-generating units, where applicable, have been determined based on the higher of fair value less costs to sell and value in use calculations. The value in use calculations require the use of estimates.

(b) Control over subsidiaries

Subsidiaries are entities controlled by the Group. In determining whether the Group controls an entity, significant judgement is required to assess if the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity.

(c) Acquisition of subsidiaries, associates and joint ventures

Determining fair value of identifiable assets, particularly intangibles, and liabilities acquired requires the Group to make estimates based on all available information and in some cases, assumptions with respect to the timing and amount of future revenues and expenses associated with the assets. This judgement affects the determination of the amount of consideration that is allocated to assets and liabilities acquired in the transaction.

(d) Impairment of investments in subsidiaries, associates and joint ventures

The carrying values of investments in subsidiaries, associates and joint ventures are tested for impairment whenever there is objective evidence or indication that the investments may be impaired. This determination requires significant judgement. In estimating the recoverable amount of the investments, the Group evaluates, amongst other factors, the future profitability of the subsidiaries, associates and joint ventures, their financial health and near-term business outlook, including factors such as industry and sector performance, changes in technology, and operational and financing cash flows.

(e) Fair value of investment properties and properties under development

Estimates, assumptions and judgements are continually evaluated and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances.

Investment properties and properties under development are stated at fair value based on valuation performed by independent professional valuers.

The valuers have considered valuation techniques including the direct comparison method, capitalisation approach, term and reversion method, residual method, and/or discounted cash flows, where appropriate.

(f) Fair value estimates for certain financial assets and liabilities and derivative financial instruments

The Group carries a significant amount of financial assets and liabilities and derivative financial instruments at fair value, which require extensive use of accounting estimates and judgement.

While significant components of measurement of financial assets and liabilities classified under level 2 and 3 of the fair hierarchy were determined using verifiable objective evidence (i.e. foreign exchange rates, interest rates), the amount of changes in fair value would differ if different valuation methodologies were applied. Any changes in fair value of these financial assets and liabilities and derivative financial instruments would affect the income statement and other comprehensive income.

In light of geopolitical tensions and economic uncertainty, the Group expanded the coverage of its assessment and valuation of financial assets to include investments that were exposed to sectors at risk and investments with potential liquidity risk. The estimated impact of geopolitical risk and economic uncertainty had been factored in the underlying cash flow projections. The weighted average cost of capital used in the valuation models had been appropriately adjusted for the heightened uncertainties.

(g) Impairment of financial assets

Impairment losses of financial assets are based on assumptions about risk of default and expected loss rates. The Group uses judgement in making these assumptions and selecting inputs for impairment calculation, based on the Group's past history, existing market conditions as well as forward looking estimates at the end of each reporting period.

(h) Tax expense

The Group is subject to income taxes in numerous jurisdictions. Significant judgement is required in determining the taxability of income, capital allowances and deductibility of certain expenses at each tax jurisdiction.

The Group reviews the carrying amount of deferred tax assets at each balance sheet date. A deferred tax asset is recognised to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised. This involves judgement regarding the future financial performance of the particular legal entity or tax group in which the deferred tax asset has been recognised.

5. Revenue

	2025 $million	2024 $million	2023 $million
Sale of goods	90,255	81,475	93,835
Rendering of services	74,296	71,426	71,489
Dividend income	1,912	1,455	2,401
Interest income	1,195	1,444	896
Investment gains/(losses) (net)	1,756	1,037	(1,233)
	169,414	156,837	167,388

Investment gains/(losses) comprise net realised and unrealised gains/(losses) from financial assets held for trading and derivative financial instruments.

The following disclosures on sale of goods and rendering of services of operating subsidiaries with significant contribution to the consolidated revenue, are extracted from their respective financial statements.

Olam Group Limited and its subsidiaries ("Olam")

Revenue recognition

Revenue is measured based on the consideration to which Olam expects to be entitled in exchange for transferring promised goods or services to a customer, excluding amounts collected on behalf of third parties.

Revenue is recognised when Olam satisfies a performance obligation by transferring a promised good or service to the customer, which is when the customer obtains control of the good or service. A performance obligation may be satisfied at a point in time or over time. The amount of revenue recognised is the amount allocated to the satisfied performance obligation.

Revenue from sale of goods is recognised at the point in time when control of the asset is transferred to the customer, generally on delivery of the goods as performance obligation is judged to have been satisfied and revenue is therefore recognised. Revenue is measured at the consideration promised in the contract with a customer, less discounts and rebates.

Revenue from services rendered is recognised in the accounting period in which services are rendered.

Revenue from time charter hire is recognised on a straight-line basis over the period of the time charter contracts. The portion of the revenue relating to the unexpired time charter period is accounted for as other current liabilities in the consolidated balance sheet.

Freight income derived from the provision of voyage charters is recognised over the voyage duration as the freight services are rendered. Freight income is recognised as of the date on which a vessel embarks from the port where the cargo was loaded to the discharge of the cargo, and adjustments are made for any portions of uncompleted voyages based on pro-rata basis.

	2025 $million	2024 $million	2023 $million
Timing of revenue recognition			
Goods transferred at point in time	55,019	46,805	53,468
Services transferred over time	1,011	1,280	1,233
Services transferred at point in time	129	187	200
	56,159	48,272	54,901

Olam's supply chain activities of sourcing, processing and merchandising span across a broad range of agricultural products.

The segmentation has been done in the following manner:

- Olam Food Ingredients – Cocoa, Coffee, Nuts, Spices and Dairy
- Olam Global Agri – Grains, Animal Feed & Protein, Edible Oil, Rice, Cotton, Rubber, Wood Products and Commodity Financial Services
- Remaining Olam Group – De-prioritised businesses (Rubber Plantations, Fertiliser, Infrastructure and Logistics, and other de-prioritised assets), Continuing/Gestating businesses (Palm Plantations, Russian dairy and Packaged foods) and Incubating businesses (Engine 2 growth platforms)

Olam's revenue under the segmentation:

	2025 $million	2024 $million	2023 $million
Olam Food Ingredients	21,826	15,583	16,392
Olam Global Agri	33,173	31,320	36,904
Remaining Olam Group	1,160	1,369	1,605
	56,159	48,272	54,901

Singapore Telecommunications Limited and its subsidiaries ("Singtel")

Revenue recognition

Revenue is recognised when Singtel satisfies a performance obligation by transferring control of a promised good or service to the customer. It is measured based on the amount of the transaction price allocated to the satisfied performance obligation, and are net of goods and services tax, rebates, discounts and sales within Singtel.

Revenue from service contracts is recognised ratably over the contract periods as control over the services passes to the customers as services are provided. Service revenue is also recognised based on usage (e.g. minutes of traffic/bytes of data).

For prepaid cards which have been sold, revenue is recognised based on usage. A contract liability is recognised for advance payments received from customers where services have not been rendered as at the end of the reporting period. Expenses directly attributable to the unearned revenue are deferred until the revenue is recognised.

Revenue from the sale of equipment (e.g. handsets and accessories) is recognised upon the transfer of control to the customer or third party dealer which generally coincides with delivery and acceptance of the equipment sold.

Goods and services deliverable under bundled telecommunication contracts are identified as separate performance obligations to the extent that the customer can benefit from the goods or services on their own. The transaction price is allocated between goods and services based on their relative standalone selling prices. Standalone selling prices are determined by assessing prices paid for standalone equipment and for service-only contracts. Where standalone selling prices are not directly observable, estimation techniques are used.

Contracts with customers generally do not include a material right. In cases where material rights are granted such as the award of mobile price plan discount vouchers, a portion of the transaction price is deferred as a contract liability and is not recognised as revenue until this additional performance obligation has been satisfied or has lapsed.

Incentives given to customers are recognised as a reduction from revenue in accordance with the specific terms and conditions of each contract.

Non-refundable, upfront service activation and setup fees associated with service arrangements are deferred and recognised over the associated service contract period or customer life.

Singtel may exchange network capacity with other capacity or service providers. The exchange is regarded as a transaction which generates revenue unless the transaction lacks commercial substance or the fair value of neither the capacity received nor the capacity given up is reliably measurable.

When Singtel has control of goods or services prior to delivery to a customer, Singtel is the principal in the sale to the customer. If another party has control of goods and services prior to transfer to a customer, then Singtel is acting as an agent for the other party and revenue is recognised net of any related payments. Singtel typically acts as an agent for digital mobile content such as music and video.

For Infocomm Technology projects, revenue is recognised over time based on the cost-to-cost method, i.e. based on the proportion of contract costs incurred for work performed to date relative to the estimated total contract costs, while invoicing is typically based on milestones. A contract asset is recognised for work performed. Any amount previously recognised as a contract asset is transferred to trade receivable upon invoicing to the customer. If the milestone payment exceeds the revenue recognised to date, then Singtel recognises a contract liability for the difference.

Revenues from sale of perpetual software licences and the related hardware are recognised when title passes to the customer, generally upon delivery.

Revenue from data centre services, which primarily consist of recurring monthly service fees and utilities charges, is recognised when services are rendered.

Revenues from digital advertising services and solutions are recognised when advertising services are delivered, and when digital advertising impressions are delivered or click-throughs occur. Revenue from sale of advertising space is recognised when the advertising space is filled and sold to customers.

	2025 $million	2024 $million	2023 $million
- Mobile service [1]	4,887	4,787	4,832
- Sale of equipment	1,916	1,900	2,055
Mobile	6,803	6,687	6,887
Infocomm Technology ("ICT") [2]	3,845	3,774	3,846
Data and internet	2,903	3,009	3,202
Fixed voice	310	332	376
Pay television	188	199	218
Others	97	127	95
	14,146	14,128	14,624

[1] Included revenues from mobile usage (prepaid/postpaid), interconnect, outbound and inbound roaming, wholesale revenue from Mobile Virtual Network Operators and mobile content services such as music and video.
[2] Included equipment sales related to ICT services.

As at 31 March 2025, the transaction price attributable to unsatisfied performance obligations for ICT services rendered by NCS Pte. Ltd. and its subsidiaries was approximately $4 billion (2024 and 2023: $4 billion) which would substantially be recognised as operating revenue over the next 5 years.

Service contracts with consumers typically range from a month to 3 years, and contracts with enterprises typically range from 1 to 3 years.

Segment information is presented based on the information reviewed by senior management for performance measurement and resource allocation.

Optus offers mobile, equipment sales, fixed voice and data, satellite, ICT and managed services in Australia.

Singtel Singapore offers mobile, fixed voice and data, pay television, content and digital services, ICT as well as equipment sales.

NCS provides differentiated and end-to-end technology services via its Gov+, Enterprise and Telco+ groups.

Digital InfraCo provides regional data centre services under Nxera[1], satellite carrier services, as well as offers Paragon, Singtel's all-in-one digital acceleration platform for 5G multi-access edge compute (MEC) and cloud orchestration as well as AI Cloud Service through RE:AI[2].

[1] Nxera is the brand name for Singtel's data centre business.
[2] RE:AI is the brand name for Singtel's Artificial Intelligence-as-a-Service business.

Singtel's revenue under the business segments:

	2025 $million	2024 $million	2023 $million
Optus	7,134	7,131	7,569
Singtel Singapore	3,809	3,891	3,988
NCS	2,979	2,835	2,728
Digital InfraCo	434	413	383
Trustwave [(3)]	-	77	163
Intercompany Eliminations	(210)	(219)	(207)
	14,146	14,128	14,624

[(3)] In January 2024, Singtel sold its 100% equity stake in Trustwave.

Singapore Airlines Limited and its subsidiaries ("SIA")

Revenue recognition

Revenue is principally earned from the carriage of passengers, cargo and mail, engineering services, tour activities and sale of merchandise, amongst others.

Passenger, cargo and mail sales are recognised as operating revenue when the transportation is provided. The value of unutilised tickets and airway bills is included in current liabilities as sales in advance of carriage. Breakage revenue (tickets sold and not uplifted at flight date) is recognised at flight date by estimating a percentage of tickets that will never be utilised, based on historical trends and experience. Where historical trends and experience are not appropriate, the value of unutilised tickets one year after expiry is recognised as revenue. The value of airway bills is recognised as revenue if unused after one year.

SIA sells certain tickets with connecting flights with one or more segments operated by its other airline partners. For segments operated by its other airline partners, SIA has determined that it is acting as an agent on behalf of other airlines as they are responsible for their portion of the contract (i.e. transportation of the passenger). SIA, as the agent, recognises revenue at the time of the travel for the net amount representing commission to be retained by SIA for any segments flown by other airlines.

SIA has applied the practical expedient and recognised the costs of selling airline travel tickets as an expense when it is incurred.

Revenue from repair and maintenance of aircraft, and engine and component overhaul is recognised based on the percentage of completion of the projects. The percentage of completion of the projects is determined based on the number of man-hours incurred to date against the estimated man-hours needed to complete the projects.

SIA operates a frequent flyer programme called “KrisFlyer” that provides travel awards to programme members based on accumulated mileage. A portion of passenger revenue attributable to the award of frequent flyer benefits is deferred until they are utilised.

In addition, SIA sells miles to programme partners for issuance to their programme members. For miles purchased by programme partners, revenue is deferred until awards are utilised.

The deferment of the revenue is estimated based on historical trends of breakage, which is then used to project the expected utilisation of these benefits.

Revenue from tour activities is recognised upon commencement of the tours.

SIA operates a payments and lifestyle rewards app called “Kris+” that provides rewards to programme members based on in-app spending. In addition, SIA sells miles to programme partners and merchants for issuance to their programme members and revenue is deferred until awards are utilised. The deferment of the revenue is estimated based on historical trends of breakage, which is then used to project the expected utilisation of these benefits.

Revenue from sale of merchandise is recognised when the product is delivered and received by the customer.

Rental income from the lease of aircraft is recognised on a straight-line basis over the lease term.

SIA management has determined that SIA has the following reportable segments:

(i) The Full-Service Carrier (“FSC”) segment provides passenger and cargo air transportation under the Singapore Airlines brand with a focus on full-service passenger segment.

(ii) The Low-Cost Carrier (“LCC”) segment provides passenger air transportation under the Scoot brand with a focus on the low-cost passenger segment.

(iii) Engineering services segment provides airframe maintenance and overhaul services, line maintenance, technical ground handling services and fleet management. It also manufactures aircraft cabin equipment, refurbishes aircraft galleys, provides technical and non-technical handling services and repair and overhaul of hydro-mechanical aircraft equipment.

Other services provided by SIA, such as tour activities, payments and lifestyle rewards app, and sale of merchandise, have been aggregated under the segment “Others”. None of these segments meets any of the quantitative thresholds for determining reportable segments in current or previous financial years.

SIA's revenue under the reportable segments:

	2025 $million	2024 $million	2023 $million
Full-Service Carrier	16,677	16,121	15,545
Low-Cost Carrier	2,256	2,360	1,845
Engineering Services	522	449	311
Others	85	83	74
	19,540	19,013	17,775

Singapore Technologies Engineering Ltd and its subsidiaries ("STE")

Revenue recognition

Revenue is measured based on the consideration specified in contracts with customers. STE recognises revenue when it transfers control over a good or service to the customer.

Revenue from sale of goods is recognised when goods are delivered to the customer and the criteria for acceptance have been satisfied. Where applicable, a portion of the contract consideration is received in advance from the customers and the remaining consideration is received after delivery.

Revenue from services rendered are recognised as performance obligations are satisfied. Payments are due from customers based on the agreed billing milestones stipulated in the contracts or based on the amounts certified by the customers.

Where performance obligations are satisfied over time as work progresses, revenue is recognised progressively based on the percentage of completion method. The stage of completion is assessed by reference to assessment of work performed (output method) or the cost incurred relative to total estimated costs (input method) depending on which method commensurates with the pattern of transfer of control to the customer. The related costs are recognised in income statement when they are incurred, unless they relate to future performance obligations.

If the value of services rendered for the contract exceeds payments received from the customer, a contract asset is recognised and presented separately on the balance sheet. The contract asset is transferred to receivables when the entitlement to payment becomes unconditional. If the amounts invoiced to the customer exceeds the value of services rendered, a contract liability is recognised and separately presented on the balance sheet.

STE builds specialised assets customised to customers' order for which STE does not have an alternative use.

STE has determined that for contracts where STE has an enforceable right to payment, the customer controls all of the work-in-progress. This is because under those contracts, the assets are at the customer's specification and STE is entitled to reimbursement of costs incurred to date, including a reasonable margin when the contract is terminated by the customer. Progress billings to the customer are based on a payment schedule in the contract that is dependent on the achievement of specified milestones.

Revenue is recognised over time. The stage of completion is typically assessed by reference to either surveys of work performed (output method) or the cost incurred relative to total estimated costs (input method) depending on which method commensurates with the pattern of transfer of control to the customer.

For contracts where STE does not have an enforceable right to payment, customers do not take control of the specialised asset until they are completed. At the inception of the contract, the customers usually make an advance payment that is not refundable if the contract is cancelled. The advance payment is presented as a contract liability. The rest of the consideration is only billed upon acceptance by the customer.

Revenue is recognised at a point in time when the assets are completed and have been accepted by customers.

When the period between the satisfaction of a performance obligation and payment by the customer exceeds a year, STE adjusts the transaction price with its customer and recognises a financing component. In adjusting for the financing component, STE uses a discount rate that would be reflected separately as a financing income from contract inception.

For contracts with variable consideration (i.e. liquidated damages, bonus and penalty adjustments), revenue is recognised to the extent that it is highly probable that a reversal of previously recognised revenue will not occur. Therefore, the amount of revenue recognised is adjusted for possibility of delays to the projects and ability to meet key performance indicators stipulated in the contract. STE reviews the progress of the projects at each balance sheet date and updates the transaction price accordingly.

STE accounts for modifications to the scope or price of a contract as separate contracts if the modification adds distinct goods or services at their stand-alone selling prices. For contract modifications that add distinct goods or services but not at their stand-alone selling prices, STE combines the remaining consideration in the original contract with the consideration promised in the modification to create a new transaction price that is then allocated to all remaining performance obligations to be satisfied. For contract modifications that do not add distinct goods or services, STE accounts for the modification as a continuation of the original contract and recognises a cumulative adjustment to revenue at the date of modification.

STE's timing of revenue recognition are as follows:

	2025 $million	**2024 $million**	**2023 $million**
Transferred at a point in time	4,798	4,636	4,123
Transferred over time	6,478	5,465	4,912
	11,276	10,101	9,035

STE drives commercial business growth through businesses in Commercial Aerospace, and Urban Solutions & Satcom domains, which are also reportable business segments.

The Defence & Public Security segment integrates capabilities organised as a single cluster which is a reportable business segment, comprising Digital Systems & Cyber, Land Systems, Marine and Defence Aerospace business areas.

STE management reviews the segments' operating results regularly in order to allocate resources to the segments and to assess the segments' performance.

The principal activities of the business segments are outlined below:

- Commercial Aerospace: Airframe, engines and components maintenance, repair and overhaul, original equipment manufacturer for nacelles, composite floorboard and passenger-to-freighter conversions and aviation asset management.
- Defence & Public Security: Defence, public safety and security, critical information infrastructure solutions and others, including STE's HQ functions.
- Urban Solutions & Satcom: Smart mobility, smart utilities & infrastructure, urban environment solutions and satcom.

STE's revenue under the reportable segments:

	2025 $million	2024 $million	2023 $million
Commercial Aerospace	4,384	3,905	2,991
Defence & Public Security	4,935	4,252	4,272
Urban Solutions & Satcom	1,957	1,944	1,772
	11,276	10,101	9,035

6. Finance expenses

	2025 $million	2024 $million	2023 $million
Interest expense			
- Bank loans	4,931	4,677	3,333
- Fixed and floating rate notes	1,869	1,885	1,751
- Lease liabilities	736	716	684
	7,536	7,278	5,768
Others	420	385	399
	7,956	7,663	6,167

7. Tax expense

	2025 $million	2024 $million	2023 $million
Tax recognised in income statement			
Current tax expense			
Current year	3,683	3,204	3,003
Over-provided in prior years	(337)	(1,114)	(306)
	3,346	2,090	2,697
Deferred tax expense			
Origination and reversal of temporary differences	223	(98)	587
Change in tax rates	8	(10)	9
	231	(108)	596
Total tax expense	3,577	1,982	3,293
Reconciliation of effective tax rate			
Profit/(loss) before share of profits of associates and joint ventures	23,473	5,784	(7,685)
Tax calculated using Singapore tax rate of 17%	3,990	983	(1,306)
Net income not subject to tax*	(5,468)	(3,400)	(3,043)
Expenses not deductible for tax purposes	4,009	4,522	6,916
Land appreciation tax	288	99	258
Recognition of previously unrecognised tax benefits	(262)	(101)	(118)
Deferred tax benefits not recognised	511	458	354
Effect of different tax rates in other countries	577	467	425
Effect of change in tax rates	8	(10)	9
Over-provided in prior years	(337)	(1,114)	(306)
Others	261	78	104
Total tax expense	3,577	1,982	3,293

* Includes unrealised mark-to-market gains/(losses) on investments.

Tax recognised in other comprehensive income

For the year ended 31 March	<---------- 2025 ---------->			<---------- 2024 ---------->			<---------- 2023 ---------->		
	Before tax $million	Tax (expense)/ benefit $million	Net of tax $million	Before tax $million	Tax expense $million	Net of tax $million	Before tax $million	Tax benefit $million	Net of tax $million
Net change in fair value of equity investments at FVOCI	611	(235)	376	339	(75)	264	(129)	33	(96)
Cash flow hedges	(1,015)	145	(870)	1,535	(33)	1,502	3,406	85	3,491
Disposal of investments in subsidiaries, with loss of control	242	-	242	155	-	155	139	-	139
Disposal or dilution of investments in associates and joint ventures	96	-	96	329	-	329	63	-	63
Share of associates' and joint ventures' reserves	255	-	255	286	-	286	(3,518)	-	(3,518)
Translation differences	(106)	-	(106)	(1,617)	-	(1,617)	(6,499)	-	(6,499)
Others (net)	(451)	-	(451)	(321)	-	(321)	47	-	47
	(368)	(90)	(458)	706	(108)	598	(6,491)	118	(6,373)

International Tax Reform – Pillar Two

THPL is headquartered in Singapore where the Singapore government has implemented the Multinational Enterprise Top-up Tax (MTT) and Domestic Top-up Tax (DTT) from 1 January 2025 under the Multinational Enterprise (Minimum Tax) Act 2024 (MEMT), in line with international consensus under the Global Anti-Base Erosion (GloBE) Model rules of Pillar Two of BEPS 2.0. The MTT and DTT require a Multinational Enterprise group with turnover exceeding EUR 750 million, to pay additional tax such that it has an effective tax rate of at least 15% calculated based on Pillar Two rules in each jurisdiction it operates in.

The GloBE Model rules exclude "Governmental Entities" from the 15% global minimum tax rules. THPL qualifies as a "Governmental Entity" which is defined to include entities part or wholly-owned directly or indirectly by a government whose principal purpose is that of managing or investing the assets of that government or the jurisdiction through the making and holding of investments, asset management and related investment activities for the assets of that government or jurisdiction and does not carry on a trade or business for purposes of the MEMT.

Under the GloBE Model rules, Governmental Entities are not regarded as the ultimate parent entity of a group and hence, will not be subject to the 15% global minimum tax.

THPL's portfolio companies will be subject to the 15% global minimum tax if they meet the relevant criteria under the GloBE Model rules. Consequently, the profits of such portfolio companies may be subject to top-up tax if the effective tax rate in each jurisdiction implementing the global minimum tax falls below 15%.

The Group will continue to monitor Pillar Two legislative developments and assess the impact on its financial statements.

The Group has determined the global minimum top-up tax which is required to be paid under Pillar Two legislation as an income tax within the scope of IAS 12. The Group has applied a temporary mandatory relief from deferred tax accounting for the impact of the top-up tax and will account for any top-up tax as current tax expenses when they are incurred.

8. Profit/(loss) for the year

(a) Items included in other income:

	Note	2025 $million	2024 $million	2023 $million
Dividend income		103	109	104
Fair value gains on investment properties		265	243	1,262
Fair value gains/(losses) on investments mandatorily at FVTPL (net)		12,475	7	(21,320)
Comprising:				
- Realised mark-to-market gains on investments sold during the year		6,164	3,413	753
- Unrealised mark-to-market gains/(losses) on investments held at the end of the year		6,311	(3,406)	(22,073)
Fair value (losses)/gains on derivative financial instruments (net)		(550)	(878)	1,904
Gains on disposal of investments in subsidiaries and disposal/dilution of investments in associates and joint ventures	(i)	2,504	2,867	3,198
Gains on disposal of leasehold land and building	(ii)	1,291	-	-
Gains on disposal of property, plant and equipment (net)		16	112	34
Interest income		2,556	2,735	1,736

(i) During the year ended 31 March 2025, the gains on dilution of investment in associates include a gain of $1,098 million from Singapore Airlines Limited (“SIA”)’s merger of TATA-SIA Airlines Limited (“TATA-SIA”) and Air India Limited (“AI”). Following the merger, SIA holds 25% of the enlarged AI and is regarded as an associate of SIA.

During the year ended 31 March 2024, the gains on dilution of investments in joint ventures include a gain of $1,205 million from Singapore Telecommunications Limited (“Singtel")’s dilution of its equity interest in a joint venture, PT Telekomunikasi Selular (“Telkomsel”). Gains on disposal of investments in joint ventures include a gain of $794 million from Singtel’s partial disposal of its equity interest in a joint venture, Bharti Airtel Limited.

During the year ended 31 March 2023, the gains on disposal of investments in subsidiaries include a gain of $962 million from Fullerton Management Pte Ltd’s dilution of its equity interest in a subsidiary, Seatrium Limited. Included in the gain of $962 million was an amount of $399 million relating to measurement of retained equity interest in Seatrium at fair value on the date when control was lost. Gains on disposal of investments in joint ventures include a gain of $1,014 million from Singtel’s partial disposal of its equity interest in a joint venture, Bharti Airtel Limited.

(ii) During the year ended 31 March 2025, the gains on disposal of leasehold land and building of $1,291 million relate to the partial disposal of Singtel's Comcentre property.

(b) Items included in cost of sales and expenses:

	Note	2025 $million	2024 $million	2023 $million
Depreciation of property, plant and equipment	9	(7,590)	(7,199)	(7,130)
Depreciation of right-of-use assets	10	(2,117)	(2,072)	(2,020)
Amortisation of contract costs		(551)	(473)	(720)
Amortisation of intangible assets	11	(1,423)	(1,380)	(1,289)
Fair value losses on investment properties		(198)	(867)	(13)
Impairment losses (net):				
- Investments in associates, joint ventures and other financial assets		(251)	(230)	(350)
- Property, plant and equipment	9	(144)	(518)	(65)
- Right-of-use assets	10	(9)	(8)	(2)
- Intangible assets	11	(1,013)	(4,167)	(1,435)
- Trade and other receivables		(137)	(244)	(302)
Fair value gains/(losses) on cash flow hedge (net)		54	(965)	(3,178)
Fair value (losses)/gains on derivative financial instruments (net)		(2,082)	503	(1,244)
Losses on disposal of investments in subsidiaries and disposal/dilution of investments in associates and joint ventures		(131)	(530)	(135)
Lease expenses		(510)	(481)	(685)
Wages and salaries		(23,388)	(21,245)	(19,200)
Contributions to defined contribution plans		(1,560)	(1,480)	(1,413)
Employee share-based compensation expenses		(151)	(319)	(211)
Other staff-related costs and benefits		(2,225)	(2,068)	(1,927)
Exchange losses (net)		(323)	(256)	(936)

9. Property, plant and equipment

	Freehold land and buildings $million	Leasehold land and buildings and improvements $million	Dry docks, floating docks, wharves, slipways, syncrolifts and wet berthages $million	Aircrafts, aircraft spares and engines, flight simulators and training aircrafts $million	Marine crafts and vessels $million	Plant, equipment and machinery $million	Furniture, fittings, office equipment, computers, vehicles and others $million	Bearer plants $million	Construction work-in-progress $million	Total $million
Cost										
At 1 April 2022	2,378	15,295	3,545	23,989	581	73,275	10,808	2,181	16,286	148,338
Acquisition of subsidiaries	188	123	-	-	-	1,582	6	-	45	1,944
Additions	74	111	15	763	7	796	494	47	8,075	10,382
Disposal of subsidiaries	(848)	(752)	(498)	-	(128)	(4,007)	(86)	-	(383)	(6,702)
Disposals	(15)	(82)	(19)	(1,791)	(13)	(1,240)	(240)	-	(28)	(3,428)
Transfer/reclassification/adjustment	1	975	265	1,462	74	3,779	436	(1)	(6,678)	313
Write off	-	(35)	(1)	-	-	(210)	(86)	-	(2)	(334)
Translation differences	(147)	(289)	(29)	(30)	(11)	(3,453)	(533)	(128)	(198)	(4,818)
At 31 March 2023	1,631	15,346	3,278	24,393	510	70,522	10,799	2,099	17,117	145,695
Acquisition of subsidiaries	86	78	-	-	-	688	39	-	343	1,234
Additions	45	217	41	344	7	1,105	453	24	7,897	10,133
Disposal of subsidiaries	(54)	(33)	-	-	-	(46)	(118)	-	(1)	(252)
Disposals	(79)	(101)	(30)	(602)	(1)	(1,586)	(305)	-	(61)	(2,765)
Transfer/reclassification/adjustment	163	1,191	161	2,802	37	4,128	1,001	(1)	(9,445)	37
Write off	-	(10)	-	-	-	(204)	(71)	-	(13)	(298)
Translation differences	(24)	(62)	2	10	(2)	(503)	(95)	9	(1)	(666)
At 31 March 2024	1,768	16,626	3,452	26,947	551	74,104	11,703	2,131	15,836	153,118
Acquisition of subsidiaries	239	74	-	-	-	405	11	-	181	910
Additions	291	445	46	628	229	1,005	489	8	9,865	13,006
Disposal of subsidiaries	(522)	(363)	(21)	-	(228)	(403)	(254)	-	(35)	(1,826)
Disposals	(33)	(233)	(14)	(641)	(5)	(1,642)	(651)	(72)	(114)	(3,405)
Transfer/reclassification/adjustment	139	1,364	177	2,520	7	4,838	808	-	(9,756)	97
Write off	-	(14)	-	-	-	(239)	(83)	-	(393)	(729)
Translation differences	(36)	(64)	(7)	4	4	(652)	(61)	(59)	(50)	(921)
At 31 March 2025	1,846	17,835	3,633	29,458	558	77,416	11,962	2,008	15,534	160,250

	Note	Freehold land and buildings $million	Leasehold land and buildings and improvements $million	Dry docks, floating docks, wharves, slipways, syncrolifts and wet berthages $million	Aircrafts, aircraft spares and engines, flight simulators and training aircrafts $million	Marine crafts and vessels $million	Plant, equipment and machinery $million	Furniture, fittings, office equipment, computers, vehicles and others $million	Bearer plants $million	Construction work-in-progress $million	Total $million
Accumulated depreciation and impairment losses											
At 1 April 2022		301	6,177	1,921	7,669	198	40,812	8,145	878	417	66,518
Depreciation	8(b)	77	589	148	1,447	38	3,910	865	56	-	7,130
Impairment loss (net)	8(b)	12	9	8	-	-	13	1	-	22	65
Disposal of subsidiaries		(56)	(46)	(63)	-	(8)	(1,061)	(30)	-	(8)	(1,272)
Disposals		(9)	(79)	(18)	(585)	(12)	(1,211)	(230)	-	-	(2,144)
Transfer/reclassification/adjustment		4	(18)	-	(10)	-	3	4	-	-	(17)
Write off		-	(31)	-	-	-	(198)	(83)	-	-	(312)
Translation differences		(17)	(103)	(10)	(1)	(7)	(2,029)	(485)	(53)	(2)	(2,707)
At 31 March 2023		312	6,498	1,986	8,520	209	40,239	8,187	881	429	67,261
Depreciation	8(b)	62	631	106	1,533	28	3,562	1,222	55	-	7,199
Impairment loss (net)	8(b)	4	(21)	-	21	-	501	4	-	9	518
Disposal of subsidiaries		(14)	-	-	-	-	(13)	(76)	-	-	(103)
Disposals		(10)	(93)	(13)	(348)	(1)	(1,452)	(293)	-	-	(2,210)
Transfer/reclassification/adjustment		8	36	-	13	-	14	(33)	-	-	38
Write off		-	(6)	-	-	-	(193)	(67)	-	-	(266)
Translation differences		(7)	(18)	1	(2)	(1)	(311)	(85)	5	-	(418)
At 31 March 2024		355	7,027	2,080	9,737	235	42,347	8,859	941	438	72,019
Depreciation	8(b)	56	626	103	1,729	38	3,717	1,261	60	-	7,590
Impairment loss (net)	8(b)	-	(8)	-	-	-	44	74	-	34	144
Disposal of subsidiaries		(213)	(43)	(14)	-	(10)	(158)	(169)	-	-	(607)
Disposals		(11)	(208)	(14)	(434)	(5)	(1,562)	(613)	(32)	(13)	(2,892)
Transfer/reclassification/adjustment		11	34	(28)	133	-	(61)	3	-	-	92
Write off		-	(14)	-	-	-	(223)	(78)	-	(391)	(706)
Translation differences		(3)	(30)	(4)	2	1	(427)	(76)	(29)	1	(565)
At 31 March 2025		195	7,384	2,123	11,167	259	43,677	9,261	940	69	75,075
Carrying amounts											
At 31 March 2023		1,319	8,848	1,292	15,873	301	30,283	2,612	1,218	16,688	78,434
At 31 March 2024		1,413	9,599	1,372	17,210	316	31,757	2,844	1,190	15,398	81,099
At 31 March 2025		1,651	10,451	1,510	18,291	299	33,739	2,701	1,068	15,465	85,175

	Note	2025 $million	2024 $million	2023 $million
Property, plant and equipment include:				
- Borrowing costs capitalised during the year		110	105	142
- Staff costs capitalised during the year		442	418	377
- Held for generating operating lease revenue		350	459	762
- Pledged as collateral to secure banking facilities	29(c)(i)	13,674	11,136	10,910

10. Right-of-use assets

	Note	Freehold land and buildings $million	Leasehold land and buildings and improvements $million	Dry docks, floating docks, wharves, slipways, syncrolifts and wet berthages $million	Aircrafts, aircraft spares and engines, flight simulators and training aircrafts $million	Marine crafts and vessels $million	Plant, equipment and machinery $million	Furniture, fittings, office equipment, computers, vehicles and others $million	Port use, water concession and other rights $million	Others $million	Total $million
For the year ended 31 March 2023:											
Depreciation	8(b)	-	(1,212)	(3)	(460)	(177)	(83)	(60)	(5)	(20)	(2,020)
Impairment loss	8(b)	-	(2)	-	-	-	-	-	-	-	(2)
Carrying amounts at 31 March 2023		2	8,419	40	3,669	1,397	394	196	113	36	14,266
For the year ended 31 March 2024:											
Depreciation	8(b)	(4)	(1,224)	(1)	(488)	(152)	(118)	(63)	(5)	(17)	(2,072)
Impairment loss	8(b)	-	(8)	-	-	-	-	-	-	-	(8)
Carrying amounts at 31 March 2024		12	9,187	1	3,216	1,320	417	248	106	70	14,577
For the year ended 31 March 2025:											
Depreciation	8(b)	(20)	(1,322)	(1)	(468)	(126)	(88)	(79)	(5)	(8)	(2,117)
Impairment loss	8(b)	-	(9)	-	-	-	-	-	-	-	(9)
Carrying amounts at 31 March 2025		100	10,056	1	2,824	107	509	308	95	4	14,004

	Note	2025 $million	2024 $million	2023 $million
Right-of-use assets include:				
- Additions		2,893	2,706	2,979
- Pledged as collateral to secure banking facilities	29(c)(ii)	960	786	607

11. Intangible assets

	Note	Goodwill on consolidation $million	Licences $million	Software $million	Port use, water and other rights $million	Other intangible assets $million	Total $million
Cost							
At 1 April 2022		21,658	5,280	3,198	3,275	9,417	42,828
Additions		78	67	166	4	880	1,195
Acquisition/(disposal) of subsidiaries (net)	(a)	9,614	415	47	(46)	2,443	12,473
Purchase price allocation adjustment		(30)	-	3	-	22	(5)
Disposals/write off		(8)	-	(68)	(7)	(159)	(242)
Transfer/reclassification/ adjustment		(48)	-	142	51	(227)	(82)
Translation differences		(763)	(527)	(22)	(222)	(329)	(1,863)
At 31 March 2023		30,501	5,235	3,466	3,055	12,047	54,304
Additions		-	136	183	5	643	967
Acquisition/(disposal) of subsidiaries (net)		1,092	90	(49)	-	213	1,346
Purchase price allocation adjustment		(165)	-	-	-	276	111
Disposals/write off		(45)	(1)	(196)	(3)	(271)	(516)
Transfer/reclassification/ adjustment		(146)	-	185	-	(255)	(216)
Translation differences		164	(97)	(12)	(25)	9	39
At 31 March 2024		31,401	5,363	3,577	3,032	12,662	56,035
Additions		3	1,724	161	32	676	2,596
Acquisition/(disposal) of subsidiaries (net)		212	60	(4)	7	(54)	221
Purchase price allocation adjustment		(9)	-	-	-	44	35
Disposals/write off		(2)	-	(238)	(19)	(69)	(328)
Transfer/reclassification/ adjustment		(2)	-	244	-	(356)	(114)
Translation differences		(27)	(152)	7	(10)	(20)	(202)
At 31 March 2025		31,576	6,995	3,747	3,042	12,883	58,243

(a) Goodwill on consolidation included provisional goodwill on acquisition of (i) Element Materials Technology Group Limited of $6,585 million by EM Topco Limited and (ii) BDP Intermediate 1, Inc of $1,748 million by PSA International Pte Ltd. The fair values of identified assets, liabilities and residual goodwill were finalised during the year ended 31 March 2024.

	Note	Goodwill on consolidation $million	Licences $million	Software $million	Port use, water and other rights $million	Other intangible assets $million	Total $million
Accumulated amortisation and impairment losses							
At 1 April 2022		1,868	2,727	2,248	666	3,249	10,758
Amortisation	8(b)	-	286	376	142	485	1,289
Impairment loss (net)*	8(b)	1,828	-	10	70	(473)	1,435
Disposal of subsidiaries		(47)	-	(3)	(4)	(49)	(103)
Disposals/write off		(6)	-	(61)	(2)	(32)	(101)
Transfer/reclassification/ adjustment		-	-	(3)	5	(3)	(1)
Translation differences		(49)	(275)	(34)	(44)	(106)	(508)
At 31 March 2023		3,594	2,738	2,533	833	3,071	12,769
Amortisation	8(b)	-	294	363	136	587	1,380
Impairment loss (net)*	8(b)	2,801	-	1	-	1,365	4,167
Disposal of subsidiaries		-	-	(56)	-	(273)	(329)
Disposals/write off		(45)	-	(180)	(1)	(78)	(304)
Transfer/reclassification/ adjustment		(8)	-	(2)	-	(47)	(57)
Translation differences		17	(48)	(8)	(2)	17	(24)
At 31 March 2024		6,359	2,984	2,651	966	4,642	17,602
Amortisation	8(b)	-	364	355	138	566	1,423
Impairment loss (net)*	8(b)	916	-	-	60	37	1,013
Disposal of subsidiaries		(18)	-	(7)	-	(128)	(153)
Disposals/write off		(2)	-	(235)	(8)	(22)	(267)
Transfer/reclassification/ adjustment		3	-	1	-	(103)	(99)
Translation differences		(30)	(74)	9	(8)	(28)	(131)
At 31 March 2025		7,228	3,274	2,774	1,148	4,964	19,388
Carrying amounts							
At 31 March 2023		26,907	2,497	933	2,222	8,976	41,535
At 31 March 2024		25,042	2,379	926	2,066	8,020	38,433
At 31 March 2025		24,348	3,721	973	1,894	7,919	38,855

	Note	2025 $million	2024 $million	2023 $million
Intangible assets pledged as collateral to secure banking facilities	29(c)(iii)	622	97	90

Analysis of amortisation expense included in the income statement:

	2025 $million	2024 $million	2023 $million
Cost of sales	401	409	382
Administrative expenses	434	431	328
Other expenses	588	540	579
	1,423	1,380	1,289

* Included within other expenses in the consolidated income statement.

Impairment testing for cash-generating units containing goodwill

Goodwill is tested annually for impairment, as well as when there is any indication that goodwill may be impaired. Goodwill is allocated to the Group's cash-generating units ("CGUs") that are expected to benefit from synergies of the business combinations.

Goodwill is mainly contributed from the following subsidiary groups:

	2025 $million	2024 $million	2023 $million
Goodwill, net of impairment loss:			
Singtel Optus Pty Limited and its subsidiaries ("Optus")	5,857	5,868	7,857
NCS (Asia) [(1)] [(2)]	543	273	97
Asia Pacific Cyber Security Business [(1)]	-	270	611
NCS (Australia) [(2)]	-	-	457
Element Materials Technology Group Limited and its subsidiaries	4,772	5,544	5,934
PSA International Pte Ltd and its subsidiaries	1,697	1,990	2,215

[(1)] As at 31 March 2025, goodwill amounting to $270 million was allocated from Asia Pacific Cyber Security Business to NCS (Asia) due to alignment of the operations between Asia Pacific Cyber Security Business and NCS (Asia).

[(2)] As at 31 March 2024, goodwill of $175 million (A$200 million) was allocated from NCS (Australia) to NCS (Asia) as synergies were identified from the acquisitions in Australia with NCS (Asia).

Singapore Telecommunications Limited and its subsidiaries ("Singtel")

Impairment losses on goodwill on acquisition of Optus, Asia Pacific Cyber Security Business and NCS (Australia)

As at 31 March 2025, no impairment charge on goodwill for Optus and NCS (Asia).

As at 31 March 2024, the recoverable values of Optus, Asia Pacific Cyber Security Business and NCS (Australia) were assessed to be below their carrying values.

Consequently, Singtel recorded non-cash impairment provision of:

(i) $1,985 million (2023: $1,004 million) for Optus, which reflected a range of factors including weaker prospects in the enterprise market, increased cost of capital and the softer macroeconomic outlook in Australia partly offset by the benefit from the regional Multi-Operator Core Network agreement which Optus has entered into with TPG Telecom; and
(ii) $340 million (2023: Nil) for Asia Pacific Cyber Security Business, mainly from general business weakness on lower corporate spending; and
(iii) $280 million (2023: Nil) for NCS (Australia), due mainly to higher cost of capital.

Following the impairment charge, the recoverable amounts of goodwill were equal to the carrying amounts.

The value in use calculations apply a discounted cash flow model using cash flow projections based on financial budgets and forecasts approved by Singtel's management.

Singtel has used cash flow projections of 7 years (2024 and 2023: 7 years) for Optus to better reflect the longer time period for investment returns and 5 years (2024 and 2023: 5 years) for NCS (Asia) (2024 and 2023: NCS Group and Asia Pacific Cyber Security Business). Cash flows beyond the terminal year are extrapolated using the estimated growth rates and pre-tax discount rates stated in the table below.

	Terminal growth rate (%)			Pre-tax discount rate (%)		
	2025	**2024**	**2023**	**2025**	**2024**	**2023**
Optus	2.75	2.75	2.75	9.3	9.4	9.1
NCS (Asia) [(1)]	2.0	2.0	2.0	12.0	11.2	11.9
Asia Pacific Cyber Security Business [(1)]	NA	3.0	3.5	NA	10.8	11.8
NCS (Australia)	-	2.5	2.0	-	16.7	12.3

"NA" denotes Not Applicable.

(1) As at 31 March 2025, goodwill amounting to $270 million was allocated from Asia Pacific Cyber Security Business to NCS (Asia) due to alignment of the operations between Asia Pacific Cyber Security Business and NCS (Asia).

Key assumptions used in the calculation of value in use are growth rates, operating margins, capital expenditure and discount rates.

The terminal growth rates used do not exceed the long-term average growth rates of the respective industry and country in which Singtel operates and are consistent with forecasts included in industry reports.

The discount rates applied to the cash flow projections are based on Weighted Average Cost of Capital where the cost of a company's debt and equity capital are weighted to reflect its capital structure.

Element Materials Technology Group Limited and its subsidiaries ("Element")

Element is held through EM Topco Limited, a subsidiary of Tembusu Capital Pte. Ltd.

For the purposes of impairment assessment, goodwill had been allocated to Element's groups of CGUs as follows:

	Carrying amount of goodwill	
2025	**US$million**	**$million**
Group of CGUs		
Aerospace and Defense Americas	1,049	1,408
Connected Technologies and Mobility Americas	401	539
Life Sciences Americas	540	725
Aerospace & Defense EMEAA	600	805
Connected Technologies EMEAA	178	239
Built Environment EMEAA	647	868
Lab Solutions (previously Life Sciences EMEAA)	76	102
US Space and Defense (previously NTS Technical Systems)	64	86
	3,555	4,772

2024	Carrying amount of goodwill US$million	$million
Group of CGUs		
Aerospace and Defense Americas	934	1,260
Connected Technologies and Mobility Americas	411	554
Life Sciences Americas	841	1,134
Aerospace & Defense EMEAA	575	775
Connected Technologies EMEAA	190	257
Built Environment EMEAA	495	667
Life Sciences EMEAA	303	409
Digital Engineering EMEAA	54	73
NTS Technical Systems	69	93
NTS I&C	239	322
	4,111	5,544

2023	Carrying amount of goodwill US$million	$million
Group of CGUs		
Aerospace and Defense US	859	1,144
Connected Technologies US	686	913
Life Sciences US	937	1,246
Aerospace & Connected Technologies EMEAA	534	710
Calibration & Testing Nordics	98	130
Built Environment EMEAA	494	657
Life Sciences EMEAA	328	436
Digital Engineering EMEAA	37	49
National Technical Systems	488	649
	4,461	5,934

Element tests goodwill annually for impairment, or more frequently if there are indications that it might be impaired. Element performed an impairment assessment of goodwill and other intangible asset balances for each group of CGUs by comparing the carrying value against its recoverable amount. The recoverable amount is determined as the higher of CGU's fair value less costs of disposal and its value in use. In 2025, Element finalised a reorganisation and merged Digital Engineering EMEAA (a separate CGU in 2024) with Aerospace and Defense EMEAA (In 2024, Element restructured its Business Units to reflect integration of previous acquisitions, and reorganisation of Element (Connected Technology EMEAA BU was created, and Calibration merged into Aerospace and Defense EMEAA BU).

In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. In determining fair value less costs of disposal, recent market transactions were taken into account. If no such transactions can be identified, an appropriate valuation model is used. These calculations are corroborated by valuation multiples, quoted share prices for publicly traded companies or other available fair value indicators.

Element bases its impairment calculation on most recent budgets and forecast calculations, which are prepared separately for each of Element's groups of CGUs to which the individual assets are allocated. These budgets and forecast calculations generally cover a period of 5 years (2024 and 2023: 5 years).

Impairment is determined for goodwill by assessing the recoverable amount of each group of CGUs to which the goodwill relates. When the recoverable amount of the group of CGUs is less than its carrying amount, an impairment loss is recognised. Impairment losses relating to goodwill cannot be reversed in future periods.

For the year ended 31 March 2025, the recoverable amount for each group of CGUs is based on fair value less costs of disposal.

Key judgements and assumptions used in determining the recoverable amount:

- Element determined the eight (2024: ten; 2023: nine) business units (operating under two regional management structures) as the appropriate level at which the impairment assessment should be performed because these are the smallest identifiable groups of assets that generate cash flows that are largely dependent.

Fair value less costs of disposal ("FVLCD")

- A methodology utilizing Revenue (the Guideline Company valuation method) and EBITDA multiples (the Guideline Company and the Guideline Transaction valuation methods) was used to calculate each group of CGUs' FVLCD. The concluded fair value is based on the average between the Guideline Transaction and Guideline Company method.

- Due to the acquisition strategy of Element, the Guideline Company and the Guideline Transaction multiples include a premium for the impact of future merger and acquisition ("M&A") activity in each of the CGUs. The concluded fair value assumes a level of bolt-on M&A activities representing less than 10% of annual EBITDA.

- The key assumptions within the fair value calculation were the valuation multiples. The Revenue multiples used a range between 3.2x and 4.7x (2024: 3.6x and 6.1x; 2023: 2.3x and 4.7x). The EBITDA multiples used a range between 12.9x and 20.0x (2024: 13.0x and 27.6x; 2023: 10.5x and 19.2x).

- The fair value measurement was categorised as a Level 3 fair value based on the inputs used in the valuation technique.

Value in Use ("VIU") – Applicable for the financial years ended 31 March 2024 and 2023

- Element's Directors have prepared a calculation of the present value of expected future cash flows based on Element's Board approved 2024 budget and a 5-year forecast plan for 2024 – 2028, including, where appropriate cash flows discounted to perpetuity.

- The key assumptions within the present value of future cash flows are margin and long-term growth rate in terminal year. Operating profit margin forecasts for each group of CGUs are derived from past results adjusted by Element's Directors based on salient current and future considerations. The long-term growth rate of between 3.3% and 3.4% (2023: 2.75%) has been applied across all business units for which the recoverable amount is VIU. Growth rates generally approximate to the long-term average rates for the markets in which Element operates, adjusted for future expectations taking account of the current economic climate.

- The margins for each group of CGUs are assumed to increase across all business units. The range used for margins increases from 13.6% - 28.2% to 19.0% - 31.8% (2023: 11.3% - 28.8% to 17.1% - 35.6%) over the forecast period.

- Pre-tax discount rates reflect current market assessments of the time value of money and the risks specific to Element as a whole. The pre-tax discount rates used are based on Element's weighted average cost of capital, adjusted to reflect a risk premium specific to each group of CGUs. Element's weighted average cost of capital is derived from a risk-free rate, a market risk premium, a risk adjustment (beta) and a cost of debt adjustment.

- The pre-tax discount rates used range between 10.39% to 10.45% (2023: 8.72% to 10.95%).

Impairment charges

During the year ended 31 March 2025, Element recorded an impairment charge of US$322 million ($432 million) (2024: US$497 million ($681 million); 2023: US$536 million ($737 million)) primarily due to the slower than expected recovery in pharmaceutical R&D end market impacting both Americas and EMEAA BUs (Life Sciences and Lab Solutions).

The recoverable amount and impairment loss on goodwill of the groups of CGUs during the year ended 31 March 2025 were as follows:

2025	Basis for Recoverable amount	Recoverable amount		Impairment on goodwill	
		US$million	$million	US$million	$million
Group of CGUs					
Connected Technologies and Mobility Americas	FVLCD	704	944	3	6
Life Sciences Americas	FVLCD	780	1,047	291	390
Lab Solutions	FVLCD	98	132	23	30
US Space and Defense	FVLCD	183	246	5	6
		1,765	2,369	322	432

The estimated recoverable amount at FVLCD exceeded its carrying amount for Aerospace and Defense Americas BU by US$294 million ($394 million), Aerospace and Defense EMEAA BU by US$180 million ($242 million), Connected Technologies EMEAA BU by US$37 million ($49 million) and Built Environment EMEAA BU by US$6 million ($8 million).

Element's management has identified EBITDA multiple and revenue multiple as the two key assumptions that could cause the carrying amount to exceed the recoverable amount. The following table shows the amount by which these two assumptions would need to change individually for the estimated recoverable amount to be equal to the carrying amount for those groups of CGUs that are not impaired.

	Change required for carrying amount to equal the recoverable amount	
2025	**EBITDA multiple (%)**	**Revenue multiple (%)**
Group of CGUs		
Aerospace and Defense Americas	(20.2)	(62.5)
Aerospace and Defense EMEAA	(26.6)	(56.8)
Connected Technologies EMEAA	(17.2)	(46.8)
Built Environment EMEAA	(0.8)	(2.8)

The recoverable amount and impairment loss on goodwill of the groups of CGUs during the year ended 31 March 2024 were as follows:

	Basis for Recoverable	**Recoverable amount**		**Impairment on goodwill**	
2024	**amount**	**US$million**	**$million**	**US$million**	**$million**
Group of CGUs					
Aerospace and Defense Americas	VIU	1,729	2,333	-	-
Connected Technologies and Mobility Americas	FVLCD	771	1,040	331	453
Life Sciences Americas	FVLCD	1,145	1,544	99	135
Aerospace & Defense EMEAA	FVLCD	995	1,342	-	-
Connected Technologies EMEAA	FVLCD	352	475	-	-
Built Environment EMEAA	VIU	765	1,032	-	-
Life Sciences EMEAA	FVLCD	376	507	45	62
Digital Engineering EMEAA	FVLCD	42	57	1	2
NTS Technical Systems	VIU	196	265	21	29
NTS I&C	FVLCD	347	468	-	-
		6,718	9,063	497	681

The estimated recoverable amount exceeded its carrying amount for Aerospace and Defense Americas BU by US$226 million ($305 million), Aerospace and Defense EMEAA BU by US$158 million ($214 million), Connected Technologies EMEAA BU by US$68 million ($91 million), Built Environment EMEAA BU by US$80 million ($108 million) and NTS I&C by US$0.3 million ($0.4 million).

Element's management has identified that a reasonably possible change in two key assumptions could cause the carrying amount to exceed the recoverable amount at VIU. The following table shows the amount by which these two assumptions would need to change individually for the estimated recoverable amount to be equal to the carrying amount for those groups of CGUs that are not impaired.

2024	Change required for carrying amount to equal the recoverable amount Discount rate (%)	Terminal growth (%)
Group of CGUs		
Aerospace and Defense Americas	0.8	(0.4)
Built Environment EMEAA	0.6	(0.2)

Element's management has identified EBITDA multiple as the key assumption that could cause the carrying amount to exceed the recoverable amount at FVLCD. The following table shows the amount by which the assumption would need to change for the estimated recoverable amount to be equal to the carrying amount for those groups of CGUs that are not impaired.

2024	Change required for carrying amount to equal the recoverable amount EBITDA multiple (%)
Group of CGUs	
Aerospace and Defense EMEAA	(3.0)
Connected Technologies EMEAA	(16.7)
NTS I&C	(19.3)

The recoverable amount and impairment loss on goodwill of the groups of CGUs during the year ended 31 March 2023 were as follows:

2023	Basis for Recoverable amount	Recoverable amount		Impairment on goodwill	
		US$million	$million	US$million	$million
Group of CGUs					
Aerospace and Defense US	VIU	1,343	1,787	41	56
Connected Technologies US	VIU	977	1,300	123	170
Life Sciences US	FVLCD	1,252	1,665	115	158
Aerospace & Connected Technologies EMEAA	FVLCD	690	918	160	220
Calibration & Testing Nordics	VIU	185	246	12	17
Built Environment EMEAA	VIU	738	982	-	-
Life Sciences EMEAA	FVLCD	388	516	68	93
Digital Engineering EMEAA	FVLCD	41	55	17	23
NTS Technical Systems ("NTS")	VIU	1,069	1,422	-	-
		6,683	8,891	536	737

The estimated recoverable amount exceeded its carrying amount for Built Environment EMEAA BU by US$42 million ($56 million) and NTS BU by US$153 million ($204 million).

Element's management has identified that a reasonably possible change in two key assumptions could cause the carrying amount to exceed the recoverable amount at VIU. The following table shows the amount by which these two assumptions would need to change individually for the estimated recoverable amount to be equal to the carrying amount for those groups of CGUs that are not impaired.

	Change required for carrying amount to equal the recoverable amount	
	Discount rate (%)	**Terminal growth (%)**
Group of CGUs		
Built Environment EMEAA	0.4	(0.5)
National Technical Systems	0.9	(1.29)

PSA International Pte Ltd and its subsidiaries ("PSA")

Impairment testing

For the purpose of impairment testing, goodwill is allocated to PSA's operating segments or port business in the country of operation, which represents the lowest level within PSA at which the goodwill is monitored for PSA's internal management purposes. At balance sheet date, the carrying amount of goodwill primarily relates to one of PSA's CGUs within the supply chain solutions operating segment ("the supply chain solutions CGU") of $1,219 million (2024: $1,510 million; 2023: $1,532 million) and PSA's port business CGU in Belgium ("Belgium ports CGU") of $453 million (2024: $454 million; 2023: $453 million) respectively. The remaining goodwill relates to PSA's port business and supply chain solutions CGUs in other countries.

The recoverable amounts for both the supply chain solutions and the Belgium ports CGUs were based on the value in use approach. They were determined by discounting future cash flows generated from the continuing use of these CGUs. The cash flow projections were based on financial budgets approved by PSA's management covering a five-year period (2024 and 2023: five-year) with a further outlook based on the long-term nature of concession agreements for Belgium ports CGU, while supply chain solutions CGU is assumed to operate indefinitely and at 2% (2024 and 2023: 0%) growth rate.

Key assumptions include the expected growth in revenue, gross margin and discount rates. The pre-tax discount rate used for impairment testing of Belgium ports CGU was 10.2% (2024: 9.3%; 2023: 8.0%) and the supply chain solutions CGU was 11.0% (2024: 12.0%; 2023: Not applicable). The values assigned to the key assumptions represent the past experience of the CGUs and taking into consideration of future outlook of the market.

During the impairment review, PSA assesses whether the carrying amount of an asset exceeds its recoverable amount. The carrying amount of the supply chain solutions CGU was determined to be higher than its recoverable amount of $1,230 million arising from weaker economic outlook, and an impairment loss of $331 million (2024 and 2023: Nil) was recognised on goodwill during the current year.

The key assumptions are inherently subject to estimation uncertainties, and judgement is required to determine the assumptions adopted in the cash flow projections. Changes to these assumptions can significantly affect these cash flow projections and therefore the results of the impairment tests.

PSA's management believes that no reasonably possible changes in any of the above key assumptions would cause the carrying amount of the Belgium ports CGU to materially exceed its recoverable amount.

Following the impairment loss recognised in the supply chain solutions CGU, the recoverable amount was equal to the carrying amount. Therefore, any adverse movement in a key assumption would lead to further impairment.

Impairment testing for other intangible assets

Impairment loss for other intangible assets is recognised within other expenses in the income statement.

An impairment assessment was performed on certain other intangible assets, where the carrying value was assessed to be higher than the recoverable amount, resulting in an impairment loss of $1,272 million for the year ended 31 March 2024.

The recoverable amount of the intangible assets determined using fair value less costs to sell was derived from market quotations.

The fair value measurement was categorised as Level 3 of the fair value hierarchy.

12. Biological assets

	Annual crops $million	Livestock and poultry $million	Total $million
At 1 April 2022	366	38	404
Net reductions	(6)	(105)	(111)
Net change in fair value less estimated costs to sell recognised in the income statement	30	36	66
Capitalisation of expenses	42	70	112
Translation differences	(25)	3	(22)
At 31 March 2023	407	42	449
Net reductions	(74)	(80)	(154)
Net change in fair value less estimated costs to sell recognised in the income statement	19	55	74
Capitalisation of expenses	64	60	124
Translation differences	(5)	(35)	(40)
At 31 March 2024	411	42	453
Net reductions	(131)	(69)	(200)
Net change in fair value less estimated costs to sell recognised in the income statement	96	36	132
Capitalisation of expenses	120	62	182
Translation differences	(26)	(16)	(42)
At 31 March 2025	470	55	525

Biological assets are classified under level 3 of the fair value hierarchy.

13. Subsidiaries

(a) Details of significant subsidiaries:

Name of subsidiary	Principal places of business	Country of incorporation	Effective equity held by the Group		
			2025 %	2024 %	2023 %
Held directly by THPL					
Fullerton Fund Investments Pte Ltd	Singapore	Singapore	100	100	100
Fullerton Management Pte Ltd	Singapore	Singapore	100	100	100
PSA International Pte Ltd	Singapore	Singapore	100	100	100
Sembcorp Industries Ltd[1]	Singapore	Singapore	50	49	49
Singapore Airlines Limited[2]	Singapore	Singapore	53	53	55
Singapore Power Limited	Singapore	Singapore	100	100	100
Singapore Technologies Engineering Ltd[3]	Singapore	Singapore	51	51	51
Singapore Technologies Telemedia Pte Ltd[4]	Singapore	Singapore	100	100	100
Singapore Telecommunications Limited[5]	Singapore, Australia	Singapore	51	51	51
Temasek Capital (Private) Limited	Singapore	Singapore	100	100	100
Tembusu Capital Pte. Ltd.	Singapore	Singapore	100	100	100
Held through Fullerton Management Pte Ltd					
Mapletree Investments Pte Ltd	Singapore	Singapore	100	100	100
Held through Temasek Capital (Private) Limited					
Olam Group Limited[6]	Singapore	Singapore	52	52	51
Held through Tembusu Capital Pte. Ltd.					
TJ Holdings (III) Pte. Ltd.[7]	Singapore	Singapore	100	100	100

[1] Sembcorp Industries Ltd ("Sembcorp Industries") is a company listed on the Singapore Exchange ("SGX"). As at 31 March 2025, the Group's interest in Sembcorp Industries was 50% (2024 and 2023: 49%). Having considered the absolute size of the Group's holding of voting rights and the relative size and dispersion of holdings of other shareholders, Sembcorp Industries is classified as a subsidiary.

[2] Held through THPL – 22% (2024 and 2023: 22%) and Tembusu Capital Pte. Ltd. – 31% (2024: 31%; 2023: 33%).

[3] Held through THPL – 50% (2024 and 2023: 50%) and Temasek Capital (Private) Limited – 1% (2024 and 2023: 1%).

[4] On 4 December 2024, Singapore Technologies Telemedia Pte Ltd ("STT Group") through its subsidiary, entered into a conditional share purchase agreement pursuant to which, Mawar Setia Sdn, Bhd., will acquire from STT Group, a majority stake in U Mobile Sdn. Bhd. ("U Mobile"). U Mobile continued to be consolidated as a subsidiary of the Group as at 31 March 2025. The criteria to classify U Mobile as an asset held for sale are not met as certain condition precedents remain outstanding to complete the transaction.

[5] Held through THPL – 50% (2024 and 2023: 50%) and Tembusu Capital Pte. Ltd. – 1% (2024 and 2023: 1%).

[6] On 24 February 2025, Olam Group Limited announced the sale of its 65% stake in Olam Agri to Saudi Agriculture & Livestock Investment Company, comprising initial 45% stake of approximately $2.35 billion with the remaining 20% to be sold within three years from completion. Olam Agri continued to be consolidated as a subsidiary of the Group as at 31 March 2025. The criteria to classify Olam Agri as an asset held for sale are not met as relevant regulatory approvals are required to complete the transaction.

[7] TJ Holdings (III) Pte. Ltd. ("TJ (III)") owns a 100% equity interest in CLA Real Estate Holdings Pte. Ltd. ("CLA"), which in turn owns a 100% (2024 and 2023: 100%) equity interest in CapitaLand Group Pte. Ltd. ("CLG"). CLG has a privately held property development arm, CapitaLand Development, and a 54% (2024 and 2023: 53%) stake in CapitaLand Investment Limited (the real estate investment management business of CLG, which is listed on the SGX).

(b) Nature and extent of significant restrictions on the Group's ability to access assets and settle liabilities

THPL is an investment company that owns and manages its assets based on commercial principles. THPL does not issue any financial guarantees for its portfolio companies' obligations.

Portfolio companies are guided and managed by their respective boards and management. THPL does not direct the commercial and operational decisions of these portfolio companies, but holds their respective boards accountable for the capital and risk management processes and financial performance of their companies.

Temasek's portfolio companies are legally distinct from one another and from Temasek and have no obligation to pay any amounts due with respect to one another's or Temasek's obligations or to make funds available for such payments. The ability of Temasek's portfolio companies to pay dividends or make other distributions or payments to Temasek is subject to, among others, dividend policies set out by listed portfolio companies, availability of profits or funds, restrictions on the payment of dividends contained in each portfolio company's indebtedness, and applicable laws and regulations. Temasek's sources of funds include divestment proceeds, dividends from portfolio companies, distributions from funds, supplemented by proceeds from debt issuances and bank borrowings. Temasek's sources of funds also include investments made by its shareholder in Temasek's shares. These investments are made at the discretion of Temasek's shareholder as part of the shareholder's own decision as to its overall asset allocation.

14. Non-controlling interests

The following tables set out the summarised financial information of the Group's subsidiaries with material non-controlling interests ("NCI"), which are extracted from their respective consolidated financial statements. In connection with the preparation of THPL's consolidated financial statements, THPL may make certain adjustments, including but not limited to fair value adjustments on acquisition, reclassification of certain income or expenses to align to THPL's classification, and alignment of accounting policies for consistent application with THPL's policies. As a result, some of the figures presented below may differ from the amounts presented in the consolidated financial statements of these companies.

	CapitaLand Investment Limited ("CLI")[1] $million	**Singapore Tele-communications Limited ("Singtel") $million**	**Singapore Airlines Limited ("SIA") $million**	**Sembcorp Industries Ltd ("Sembcorp Industries") $million**
2025				
Summarised income statement and statement of comprehensive income/(loss):				
Revenue	2,815	14,146	19,540	6,417
Profit for the year	694	4,028	2,813	1,036
Other comprehensive income/(loss)	432	(368)	(278)	31
Total comprehensive income	1,126	3,660	2,535	1,067
Summarised balance sheet:				
Non-current assets	21,089	38,592	31,691	14,816
Current assets	3,621	8,191	11,396	3,362
Total assets	24,710	46,783	43,087	18,178
Non-current liabilities	7,437	12,448	13,062	9,608
Current liabilities	2,862	8,379	13,955	2,911
Total liabilities	10,299	20,827	27,017	12,519
Net assets	14,411	25,956	16,070	5,659

[1] The summarised financial information of CLI is extracted from TJ Holdings (III) Pte. Ltd.'s financial statements. CLI is indirectly held through TJ Holdings (III) Pte. Ltd.

	CLI[1] $million	Singtel $million	SIA $million	Sembcorp Industries $million
2025				
Summarised cash flow statement:				
Cash flows from/(used in):				
- operating activities	561	4,609	4,708	1,412
- investing activities	2,567	(2,407)	(3,302)	(1,438)
- financing activities	(3,249)	(4,028)	(4,327)	154
Net (decrease)/increase in cash and cash equivalents	(121)	(1,826)	(2,921)	128
Dividends to NCI included in cash flows used in financing activities	(178)	(1,355)	(687)	(144)
Ownership interests held by NCI	46%	49%	47%	50%
Attributable to NCI:				
Profit for the year	215	1,962	1,328	535
Net assets	7,090	13,158	7,707	3,004

[1] The summarised financial information of CLI is extracted from TJ Holdings (III) Pte. Ltd.'s financial statements. CLI is indirectly held through TJ Holdings (III) Pte. Ltd.

	CLI[1] $million	Singtel $million	SIA $million	Sembcorp Industries $million
2024				
Summarised income statement and statement of comprehensive income/(loss):				
Revenue	2,784	14,128	19,013	7,042
Profit for the year	333	804	2,695	1,051
Other comprehensive loss	(468)	(366)	(12)	(76)
Total comprehensive (loss)/income	(135)	438	2,683	975
Summarised balance sheet:				
Non-current assets	29,686	35,838	28,623	12,791
Current assets	4,447	10,360	15,642	2,706
Total assets	34,133	46,198	44,265	15,497
Non-current liabilities	12,352	13,584	14,848	7,149
Current liabilities	3,544	7,649	12,672	3,476
Total liabilities	15,896	21,233	27,520	10,625
Net assets	18,237	24,965	16,745	4,872
Summarised cash flow statement:				
Cash flows from/(used in):				
- operating activities	682	4,718	5,055	1,481
- investing activities	(187)	247	(1,436)	(878)
- financing activities	(637)	(1,993)	(8,779)	(1,099)
Net (decrease)/increase in cash and cash equivalents	(142)	2,972	(5,160)	(496)
Dividends to NCI included in cash flows used in financing activities	(158)	(849)	(547)	(122)
Ownership interests held by NCI	47%	49%	47%	51%
Attributable to NCI:				
Profit for the year	152	395	1,267	545
Net assets	10,469	12,663	7,375	2,602

[1] The summarised financial information of CLI is extracted from TJ Holdings (III) Pte. Ltd.'s financial statements. CLI is indirectly held through TJ Holdings (III) Pte. Ltd.

	CLI[1] $million	Singtel $million	SIA $million	Sembcorp Industries $million
2023				
Summarised income statement and statement of comprehensive income/(loss):				
Revenue	2,876	14,624	17,775	9,396
Profit for the year	1,070	2,234	2,163	790
Other comprehensive loss	(1,147)	(1,929)	(576)	(521)
Total comprehensive (loss)/income	(77)	305	1,587	269
Summarised balance sheet:				
Non-current assets	30,689	37,947	29,802	11,543
Current assets	4,421	8,583	19,299	3,076
Total assets	35,110	46,530	49,101	14,619
Non-current liabilities	12,019	12,217	15,180	6,983
Current liabilities	4,162	8,299	13,671	3,373
Total liabilities	16,181	20,516	28,851	10,356
Net assets	18,929	26,014	20,250	4,263
Summarised cash flow statement:				
Cash flows from/(used in):				
- operating activities	735	4,776	9,130	1,652
- investing activities	(382)	(2,302)	(134)	(1,385)
- financing activities	(1,370)	(2,941)	(6,213)	(203)
Net (decrease)/increase in cash and cash equivalents	(1,017)	(467)	2,783	64
Dividends to NCI included in cash flows used in financing activities	(173)	(961)	(134)	(74)
Ownership interests held by NCI	47%	49%	45%	51%
Attributable to NCI:				
Profit for the year	616	1,089	970	410
Net assets	10,954	13,159	6,812	2,275

[1] The summarised financial information of CLI is extracted from TJ Holdings (III) Pte. Ltd.'s financial statements. CLI is indirectly held through TJ Holdings (III) Pte. Ltd.

15. Associates

(a) Details of material associates:

Name of associate	Principal places of business	Country of incorporation	Effective equity held by the Group		
			2025 %	2024 %	2023 %
Held by THPL					
DBS Group Holdings Ltd[1]	Singapore	Singapore	28	29	29
Keppel Ltd.	Singapore	Singapore	20	21	21
Held by Fullerton Management Pte Ltd					
Seatrium Limited[2]	Singapore	Singapore	36	36	35
Held by Tembusu Capital Pte. Ltd.					
AS Watson Holdings Limited	Asia, Western Europe	Cayman Islands	25	25	25
CapitaLand Integrated Commercial Trust ("CICT")[3]	Singapore	Singapore	13	12	12
Held by PSA International Pte Ltd					
Hutchison Port Holdings Limited	British Virgin Islands	British Virgin Islands	20	20	20
Hutchison Ports Investments S.à.r.l.	Luxembourg	Luxembourg	20	20	20

1 Held through THPL - 11% (2024 and 2023: 11%) and Maju Holdings Pte. Ltd. - 17% (2024 and 2023: 18%).

2 Following the combination of Sembcorp Marine Ltd and Keppel Offshore & Marine Ltd on 28 February 2023, Sembcorp Marine Ltd became an associate of the Group since 2023. Sembcorp Marine Ltd had been renamed as Seatrium Limited with effect from 26 April 2023.

3 The Group has significant influence in CICT through its 54% (2024 and 2023: 53%) stake in CapitaLand Investment Limited.

(b) The nature and extent of significant restrictions on the Group's ability to access assets and settle liabilities are disclosed in note 13(b).

(c) The Group's share of contingent liabilities of associates is disclosed in note 37.

(d) The following tables set out the summarised financial information of the Group's material associates, which are extracted from their respective consolidated financial statements. In connection with the preparation of THPL's consolidated financial statements, THPL may make certain adjustments, including but not limited to fair value adjustments on acquisition, reclassification of certain income or expenses to align to THPL's classification, and alignment of accounting policies for consistent application with THPL's policies. As a result, some of the figures presented below may differ from the amounts presented in the consolidated financial statements of these companies.

(i) DBS Group Holdings Ltd and its subsidiaries ("DBS")

	2025 $million	2024 $million	2023 $million
Summarised income statement and statement of comprehensive income:			
Total income	22,297	20,162	16,502
Profit	11,290	10,063	8,194
Other comprehensive income/(loss)	1,570	979	(5,169)
Total comprehensive income	12,860	11,042	3,025
Less: attributable to non-controlling interests	-	5	14
Total comprehensive income attributable to equity holders of DBS	12,860	11,047	3,039
Summarised balance sheet:			
Total assets	827,219	739,301	743,368
Total liabilities	(758,386)	(677,054)	(686,296)
Net assets	68,833	62,247	57,072
Less: attributable to non-controlling interests	(47)	(182)	(185)
Net assets attributable to equity holders of DBS	68,786	62,065	56,887
Group's interest in net assets of DBS:			
At beginning of the year	17,460	16,010	16,218
Group's share of:			
- Profit	2,874	2,861	2,360
- Other comprehensive income/(loss)	484	298	(1,498)
- Total comprehensive income	3,358	3,159	862
Disposal during the year	(195)	-	-
Dividend income	(1,704)	(1,709)	(1,070)
At end of the year	18,919	17,460	16,010
Market value[3]	37,053	26,750	24,520

[3] Based on quoted market price at 31 March (Level 1 of the fair value hierarchy).

(ii) Keppel Ltd. and its subsidiaries ("Keppel")

	2025 $million	2024 $million	2023 $million
Summarised income statement and statement of comprehensive income:			
Revenue	6,601	6,967	6,620
Profit	974	813	4,225
Other comprehensive loss	(155)	(332)	(255)
Total comprehensive income	819	481	3,970
Less: attributable to non-controlling interests and perpetual securities holders	(31)	(22)	12
Total comprehensive income attributable to equity holders of Keppel	788	459	3,982
Summarised balance sheet:			
Non-current assets	21,039	20,472	20,582
Current assets	6,619	6,366	5,523
Non-current liabilities	(11,462)	(9,682)	(7,791)
Current liabilities	(4,771)	(6,139)	(6,908)
Net assets	11,425	11,017	11,406
Less: attributable to non-controlling interests and perpetual securities holders	(671)	(710)	(721)
Net assets attributable to equity holders of Keppel	10,754	10,307	10,685
Group's interest in net assets of Keppel:			
At beginning of the year	2,025	2,036	2,284
Group's share of:			
- Profit	211	197	889
- Other comprehensive loss	(37)	(27)	(96)
- Total comprehensive income	174	170	793
Dividend income	(126)	(181)	(1,041)[#]
At end of the year	2,073	2,025	2,036
Market value[3]	2,559	2,722	2,087

[3] Based on quoted market price at 31 March (Level 1 of the fair value hierarchy).

[#] Included a *distribution in specie* of $907 million in the ordinary shares of Sembcorp Marine Ltd, following the combination of Sembcorp Marine Ltd and Keppel Offshore & Marine Ltd.

(iii) Seatrium Limited ("Seatrium")

	2025 $million	2024 $million
Summarised income statement and statement of comprehensive income:		
Revenue	9,231	6,535
Profit/(Loss)	152	(1,946)
Other comprehensive loss	(174)	(35)
Total comprehensive loss	(22)	(1,981)
Less: attributable to non-controlling interests	4	12
Total comprehensive loss attributable to equity holders of Seatrium	(18)	(1,969)
Summarised balance sheet:		
Non-current assets	9,415	10,081
Current assets	8,139	6,320
Non-current liabilities	(3,594)	(3,584)
Current liabilities	(7,585)	(6,265)
Net assets	6,375	6,552
Less: attributable to non-controlling interests	(3)	(21)
Net assets attributable to equity holders of Seatrium	6,372	6,531
Group's interest in net assets of Seatrium:		
At beginning of the year	2,293	2,991
Group's share of:		
- Profit/(Loss)	54	(686)
- Other comprehensive loss	(68)	(12)
Total comprehensive loss	(14)	(698)
At end of the year	2,279	2,293
Market value[3]	2,555	1,913

As at 31 March 2023, the Group's interest in net assets of Seatrium was $2,991 million. The Group's share of results from the date of acquisition of Seatrium up to the end of the financial year was not significant. The market value based on the quoted market price (Level 1 of the fair value hierarchy) of Seatrium was $2,882 million as at 31 March 2023.

[3] Based on quoted market price at 31 March (Level 1 of the fair value hierarchy).

(iv) AS Watson Holdings Limited and its subsidiaries ("AS Watson")

	2025 $million	2024 $million	2023 $million
Summarised income statement and statement of comprehensive income:			
Revenue	23,372	23,001	22,322
Profit	1,663	1,736	1,445
Other comprehensive (loss)/income	(139)	536	(1,045)
Total comprehensive income	1,524	2,272	400
Less: attributable to non-controlling interests	(116)	(51)	(21)
Total comprehensive income attributable to equity holders of AS Watson	1,408	2,221	379
Summarised balance sheet:			
Non-current assets	35,732	35,841	34,786
Current assets	7,522	7,296	7,624
Non-current liabilities	(4,143)	(4,426)	(3,002)
Current liabilities	(6,504)	(6,486)	(7,569)
Net assets	32,607	32,225	31,839
Less: attributable to non-controlling interests	(1,465)	(1,429)	(64)
Net assets attributable to equity holders of AS Watson	31,142	30,796	31,775
Group's interest in net assets of AS Watson:			
At beginning of the year	7,683	7,927	8,079
Group's share of:			
- Profit	386	420	355
- Other comprehensive (loss)/income	(34)	134	(261)
- Total comprehensive income	352	554	94
Dividend income	(265)	(798)	(246)
At end of the year	7,770	7,683	7,927

(v) CapitaLand Integrated Commercial Trust ("CICT")

The following disclosure is extracted from the consolidated financial statements of TJ Holdings (III) Pte. Ltd.

	2025 $million	2024 $million	2023 $million
Summarised income statement and statement of comprehensive income:			
Revenue	1,586	1,560	1,442
Profit	942	869	726
Other comprehensive loss	(9)	(74)	(6)
Total comprehensive income	933	795	720
Less: attributable to non-controlling interests	(7)	(6)	(3)
Total comprehensive income attributable to equity holders of CICT	926	789	717
Summarised balance sheet:			
Non-current assets	25,270	24,545	24,338
Current assets	243	195	329
Non-current liabilities	(8,280)	(8,884)	(8,782)
Current liabilities	(1,511)	(1,454)	(1,605)
Net assets	15,722	14,402	14,280
Less: attributable to non-controlling interests	(198)	(202)	(206)
Net assets attributable to equity holders of CICT	15,524	14,200	14,074
Group's interest in net assets of CICT:			
At beginning of the year	3,355	3,296	3,161
Group's share of:			
- Profit	225	201	165
- Other comprehensive (loss)/income	(2)	(17)	1
- Total comprehensive income	223	184	166
Dividend income	(205)	(163)	(84)
Capital contributions during the year	327	43	54
Other adjustments	(5)	(5)	(1)
At end of the year	3,695	3,355	3,296
Market value[3]	3,287	3,170	3,095

[3] Based on quoted market price at 31 December (Level 1 of the fair value hierarchy).

(vi) *Associates held by PSA International Pte Ltd and its subsidiaries ("PSA")*

The following disclosure is extracted from the consolidated financial statements of PSA.

	2025 $million	2024 $million	2023 $million
At beginning of the year	3,582	3,453	3,470
Group's share of:			
- Profit	263	224	283
- Other comprehensive loss	(38)	(4)	(114)
- Total comprehensive income	225	220	169
Dividend income	(132)	(138)	(166)
Investment during the year	-	101	-
Translation differences	107	(54)	(20)
At end of the year	3,782	3,582	3,453

(e) Summarised financial information of the Group's aggregated interest in remaining individually immaterial associates:

	2025 $million	2024 $million	2023 $million
Group's share of:			
- Profit/(Loss)	1,235	(440)	622
- Other comprehensive income/(loss)	72	(33)	(992)
- Total comprehensive income/(loss)	1,307	(473)	(370)
Carrying amount of the Group's aggregated interest in individually immaterial associates	36,494	32,355	38,355

16. Joint ventures

(a) Details of material joint ventures:

Name of joint venture	Principal place of business	Country of incorporation	Effective equity held by the Group		
			2025 %	2024 %	2023 %
Held by Singapore Telecommunications Limited ("Singtel")					
Bharti Airtel Limited ("Airtel")[1]	India	India	15	15	15
PT Telekomunikasi Selular ("Telkomsel")[1]	Indonesia	Indonesia	15	15	18
Globe Telecom, Inc. ("Globe")[1]	Philippines	Philippines	24	24	24
Held by Temasek Capital (India) Holdings Pte. Ltd. ("TCIH")					
Manipal Health Enterprises Private Limited ("Manipal")[2]	India	India	51	53[3]	18

[1] The Group has joint control in these entities through its 51% (2024 and 2023: 51%) stake in Singtel.

[2] As at 31 March 2025, the carrying amount of the Group's interest in Manipal was $3,386 million (2024: $3,435 million), which included goodwill of $2,950 million (2024: $3,112 million).

[3] As at 31 March 2024, the Group's interest in Manipal was 53% (held through TCIH - 35% and Sheares Healthcare Group Pte. Ltd - 18%, a wholly owned subsidiary held by Fullerton Management Pte Ltd), an increase from 18% in the previous year, following an acquisition of additional interests by TCIH. Having considered the overall governance and contractual rights held by key shareholders, Manipal is classified as a joint venture (2023: financial assets at FVTPL).

(b) The nature and extent of significant restrictions on the Group's ability to access assets and settle liabilities are disclosed in note 13(b).

(c) The Group's share of contingent liabilities of joint ventures is disclosed in note 37.

(d) The following tables set out the summarised financial information of the Group's material joint ventures, which are extracted from their respective consolidated financial statements. In connection with the preparation of THPL's consolidated financial statements, THPL may make certain adjustments, including but not limited to fair value adjustments on acquisition, reclassification of certain income or expenses to align to THPL's classification, and alignment of accounting policies for consistent application with THPL's policies. As a result, some of the figures presented below may differ from the amounts presented in the consolidated financial statements of these companies.

The following disclosure is extracted from the consolidated financial statements of Singtel.

	Airtel $million	Telkomsel $million	Globe $million
2025			
Summarised income statement and statement of comprehensive income:			
Revenue	27,332	9,376	4,154
Depreciation and amortisation	(7,205)	(1,830)	(1,198)
Interest income	116	9	21
Interest expense	(3,578)	(273)	(351)
Income tax expense	(108)	(422)	(127)
Profit after tax from continuing operations	5,162	1,810	568
Other comprehensive income	141	17	-
Total comprehensive income	5,303	1,827	568
Summarised balance sheet:			
Current assets	10,605	1,418	1,721
Non-current assets	70,098	7,891	13,123
Current liabilities	(28,311)	(3,142)	(2,740)
Non-current liabilities	(28,313)	(3,279)	(8,103)
Net assets	24,079	2,888	4,001
Less: attributable to non-controlling interests	(6,244)	(1)	(1)
Net assets attributable to equity holders of Singtel	17,835	2,887	4,000
Group's share of net assets	5,236	869	1,867
Goodwill capitalised	930	1,331	290
Others[1]	(849)	1,278	(334)
Carrying amount of the investment	5,317	3,478	1,823
Other items:			
Cash and cash equivalents	2,623	220	437
Non-current financial liabilities excluding trade and other payables	(25,794)	(2,624)	(7,833)
Current financial liabilities excluding trade and other payables	(13,588)	(1,049)	(604)
Group's share of market value	47,853	NA	3,532
Dividends received during the year	67	558	157

"NA" denotes Not Applicable.

[1] Included adjustments to align the respective local accounting standards to SFRS(I).

	Airtel $million	Telkomsel $million	Globe $million
2024			
Summarised income statement and statement of comprehensive income:			
Revenue	24,297	9,588	4,331
Depreciation and amortisation	(6,405)	(1,921)	(1,164)
Interest income	148	14	18
Interest expense	(4,300)	(239)	(302)
Income tax expense	(508)	(569)	(173)
Profit after tax from continuing operations	736	2,007	578
Other comprehensive loss	(913)	(76)	(62)
Total comprehensive (loss)/income	(177)	1,931	516
Summarised balance sheet:			
Current assets	9,432	1,730	2,030
Non-current assets	62,665	7,657	12,814
Current liabilities	(22,435)	(3,156)	(3,630)
Non-current liabilities	(32,899)	(3,221)	(7,324)
Net assets	16,763	3,010	3,890
Less: attributable to non-controlling interests	(3,811)	(2)	(1)
Net assets attributable to equity holders of Singtel	12,952	3,008	3,889
Group's share of net assets	3,739	905	1,817
Goodwill capitalised	966	1,340	313
Others[1]	(675)	1,342	(343)
Carrying amount of the investment	4,030	3,587	1,787
Other items:			
Cash and cash equivalents	2,645	410	407
Non-current financial liabilities excluding trade and other payables	(31,828)	(2,488)	(7,027)
Current financial liabilities excluding trade and other payables	(9,261)	(958)	(1,183)
Group's share of market value	34,086	NA	2,856
Dividends received during the year	39	824	162

"NA" denotes Not Applicable.

[1] Included adjustments to align the respective local accounting standards to SFRS(I).

	Airtel $million	Telkomsel $million	Globe $million
2023			
Summarised income statement and statement of comprehensive income:			
Revenue	23,794	8,148	4,395
Depreciation and amortisation	(6,230)	(1,926)	(1,139)
Interest income	95	18	10
Interest expense	(3,326)	(216)	(262)
Income tax expense	(771)	(564)	(217)
Profit after tax	1,551	2,214	701
Other comprehensive (loss)/income	(481)	(451)	70
Total comprehensive income	1,070	1,763	771
Summarised balance sheet:			
Current assets	9,299	1,404	2,447
Non-current assets	63,031	7,521	11,774
Current liabilities	(19,829)	(2,607)	(4,121)
Non-current liabilities	(35,523)	(3,232)	(6,265)
Net assets	16,978	3,086	3,835
Less: attributable to non-controlling interests	(4,669)	(3)	(9)
Net assets attributable to equity holders of Singtel	12,309	3,083	3,826
Group's share of net assets	3,622	1,079	1,789
Goodwill capitalised	984	1,352	337
Others[1]	(513)	-	(351)
Carrying amount of the investment	4,093	2,431	1,775
Other items:			
Cash and cash equivalents	2,170	530	397
Non-current financial liabilities excluding trade and other payables	(34,595)	(2,577)	(5,941)
Current financial liabilities excluding trade and other payables	(7,857)	(828)	(1,357)
Group's share of market value	20,558	NA	3,071
Dividends received during the year	41	905	170

"NA" denotes Not Applicable.

[1] Included adjustments to align the respective local accounting standards to SFRS(I).

(e) Summarised financial information of the Group's aggregated interest in individually immaterial joint ventures:

	2025 $million	2024 $million	2023 $million
Group's share of:			
- Profit	1,541	1,317	1,276
- Other comprehensive (loss)/income	(169)	263	(291)
- Total comprehensive income	1,372	1,580	985
Carrying amount of the Group's aggregated interest in individually immaterial joint ventures	18,206	19,496	19,180

17. Financial assets

	2025 $million	2024 $million	2023 $million
Non-current assets			
Financial assets at FVTPL	199,205	168,730	168,929
Financial assets at FVOCI:			
- debt instruments	2	113	6
- equity instruments	3,983	3,008	2,976
Financial assets at amortised cost	124	46	86
	203,314	171,897	171,997
Current assets			
Financial assets at FVTPL	30,433	27,519	20,535
Financial assets at FVOCI:			
- debt instruments	3	2	-
- equity instruments	36	3	-
Financial assets at amortised cost	2,637	4,095	1,614
	33,109	31,619	22,149
	236,423	203,516	194,146
Financial assets at FVTPL:			
- mandatorily	228,640	195,767	189,417
- designated	998	482	47
	229,638	196,249	189,464

Significant exposure to non-functional currencies:

	2025 $million	2024 $million	2023 $million
US Dollar	127,807	102,173	86,203
Euro	19,887	19,493	19,310
Indian Rupees	14,910	13,622	12,129
Hong Kong Dollars	13,364	13,355	21,350
British Pounds	12,038	9,070	8,493

Fair value hierarchy

Classification of financial assets at fair value by levels (as defined in note 38):

	Level 1 $million	Level 2 $million	Level 3 $million	Total $million
2025				
Financial assets at FVTPL	100,733	2,288	126,617	229,638
Financial assets at FVOCI:				
- debt instruments	5	-	-	5
- equity instruments	2,963	45	1,011	4,019
	103,701	2,333	127,628	233,662
2024				
Financial assets at FVTPL	77,611	5,340	113,298	196,249
Financial assets at FVOCI:				
- debt instruments	115	-	-	115
- equity instruments	1,900	35	1,076	3,011
	79,626	5,375	114,374	199,375
2023				
Financial assets at FVTPL	81,086	7,249	101,129	189,464
Financial assets at FVOCI:				
- debt instruments	6	-	-	6
- equity instruments	1,938	47	991	2,976
	83,030	7,296	102,120	192,446

The fair values of financial assets at amortised cost approximate their carrying amounts.

Reconciliation of movements in Level 3 fair values:

	Note	2025 $million	2024 $million	2023 $million
At beginning of the year		114,374	102,120	103,608
Net (losses)/gains recognised in the income statement		(40)	623	(5,866)
Comprising (losses)/gains recognised in the income statement as:				
- revenue		(6)	(230)	(258)
- other income		144	1,185	(4,302)
- other expenses		(178)	(332)	(1,306)
Net (losses)/gains recognised in other comprehensive income		(72)	73	(85)
Acquisition/(disposal) of subsidiaries, net		11	(266)	1,757
Purchases		28,334	17,791	26,856
Sales		(14,429)	(9,896)	(20,297)
Settlements		(72)	(99)	(132)
Transfer out of Level 3	(a)	(655)	(1,596)	(3,765)
Transfer into Level 3	(b)	261	5,338	362
Translation differences		(84)	286	(318)
At end of the year		127,628	114,374	102,120

Financial assets included within Level 3 are valued based on valuation methods and market conditions that exist as at the balance sheet date, in accordance with IFRS.

These financial assets comprise mainly unquoted equity and debt investments. Valuation methods include adjusted net asset values and estimated discounted cash flows used to determine the fair value of these financial assets.

Fair values of investments in private equity funds are determined based on information received from third-party fund managers which include quarterly statements of net asset values, annual audited financial statements and fair values established by third-party managers.

(a) Transfer out of Level 3:

(i) Financial assets of $537 million (2024: $277 million; 2023: $2,869 million) were transferred from Level 3 to Level 1 because the securities became listed.

(ii) Financial assets of $118 million (2024: $1,319 million; 2023: $275 million) were reclassified as associates or joint ventures due to significant influence obtained.

(b) Transfer into Level 3:

(i) Investments in associates of $51 million (2024: $4,950 million; 2023: $32 million) were reclassified as financial assets due to loss of significant influence over the associates.

(ii) Financial assets of Nil (2024: $106 million; 2023: $284 million) were transferred to Level 3 from Level 2 as observable market data for fair value measurement inputs became unavailable.

18. Derivative financial instruments

	Note	2025		2024		2023	
		Assets $million	Liabilities $million	Assets $million	Liabilities $million	Assets $million	Liabilities $million
Non-current							
Hedging instruments	(a)	656	(992)	921	(1,123)	1,512	(1,761)
Non-hedging instruments*		567	(212)	551	(85)	720	(70)
		1,223	(1,204)	1,472	(1,208)	2,232	(1,831)
Current							
Hedging instruments	(a)	302	(2,244)	1,378	(860)	2,723	(1,013)
Non-hedging instruments*		8,132	(7,238)	4,388	(3,515)	5,144	(2,486)
		8,434	(9,482)	5,766	(4,375)	7,867	(3,499)
		9,657	(10,686)	7,238	(5,583)	10,099	(5,330)

* These instruments are classified as non-hedging as hedge accounting has not been applied.

(a) Analysis of hedging instruments:

		2025		2024		2023	
		Assets $million	Liabilities $million	Assets $million	Liabilities $million	Assets $million	Liabilities $million
Cross-currency swaps		379	(983)	387	(1,067)	322	(1,131)
Interest-rate swaps		329	(127)	756	(53)	1,127	(30)
Currency forwards		198	(123)	148	(153)	210	(223)
Fuel oil swaps/options		39	(111)	683	(517)	886	(738)
Commodity contracts	(i)	-	(1,886)	295	(177)	1,689	(638)
Others		13	(6)	30	(16)	1	(14)
		958	(3,236)	2,299	(1,983)	4,235	(2,774)

(i) As at 31 March 2025, commodity contracts were primarily contributed by Olam Group Limited and its subsidiaries ("Olam"). Olam is exposed to price risk on the purchase side due to increase in commodity prices, on the sales side and inventory held to decrease in commodity prices. Therefore, Olam applies fair value hedge accounting to hedge its commodity prices embedded in its inventories, sales and purchase contracts and uses commodity contracts to manage its exposure. Olam determines its hedge effectiveness based on the volume of both hedged item and hedging instruments. Olam's financial risk management of derivative financial instruments is disclosed in note 39(d).

As at 31 March 2024, commodity contracts were primarily contributed by Pavilion Energy Pte. Ltd. and its subsidiaries ("Pavilion Energy"). Pavilion Energy's earnings are affected by changes in commodity prices. Pavilion Energy hedges against sudden and significant increases in commodity prices by using instruments such as swaps. The following disclosures were extracted from Pavilion Energy's financial statements.

Pavilion Energy

During the year ended 31 March 2024, commodity swaps/futures are entered into to hedge highly probable forecast gas and LNG purchases and sales that are expected to occur at various dates within 5 years (2023: 3 years). The commodity swaps/futures have maturity dates that match the expected occurrence of these transactions. Gains and losses recognised in the hedging reserve are transferred to cost of sales upon transfer of control of natural gas.

Pavilion Energy has applied cash flow hedge accounting to these derivatives when they are considered to be highly effective hedging instruments. A net fair value loss before tax of 2024: US$1,458 million ($1,967 million) (2023: US$2,571 million ($3,529 million)); was included in the hedging reserve in respect of these contracts.

During the year ended 31 March 2024, a loss of US$791 million ($1,065 million) (2023: loss of US$2,354 million ($3,231 million)) was reclassified from hedging reserve to cost of sales (note 8(b)).

Fair value hierarchy

Classification of derivative financial instruments carried at fair value by levels (as defined in note 38):

	Level 1 $million	Level 2 $million	Level 3 $million	Total $million
2025				
Assets				
Non-current	-	1,187	36	1,223
Current	417	7,911	106	8,434
	417	9,098	142	9,657
Liabilities				
Non-current	-	(1,204)	-	(1,204)
Current	(3,845)	(5,570)	(67)	(9,482)
	(3,845)	(6,774)	(67)	(10,686)
2024				
Assets				
Non-current	-	1,466	6	1,472
Current	666	5,029	71	5,766
	666	6,495	77	7,238
Liabilities				
Non-current	-	(1,208)	-	(1,208)
Current	(1,296)	(3,052)	(27)	(4,375)
	(1,296)	(4,260)	(27)	(5,583)

	Level 1 $million	Level 2 $million	Level 3 $million	Total $million
2023				
Assets				
Non-current	-	2,105	127	2,232
Current	371	7,392	104	7,867
	371	9,497	231	10,099
Liabilities				
Non-current	-	(1,831)	-	(1,831)
Current	(364)	(3,115)	(20)	(3,499)
	(364)	(4,946)	(20)	(5,330)

Reconciliation of movements in Level 3 fair values:

	Derivative assets			Derivative liabilities		
	2025 $million	2024 $million	2023 $million	2025 $million	2024 $million	2023 $million
At beginning of the year	77	231	150	(27)	(20)	(32)
Net gains/(losses) recognised in the income statement	32	(117)	64	(1)	1	-
Purchases	103	-	17	(80)	(8)	-
Sales	(2)	(19)	-	-	-	12
Settlements	-	(18)	-	-	-	-
Transfer out of level 3	(68)	-	-	41	-	-
At end of the year	142	77	231	(67)	(27)	(20)

19. Investment properties

	2025 $million	2024 $million	2023 $million
Investment properties			
At beginning of the year	59,433	62,976	67,152
Disposal of subsidiaries (net)	(602)	(1,607)	(2,860)
Additions	1,037	1,677	1,518
Disposals	(2,468)	(574)	(522)
Transfer from property, plant and equipment/properties under development	1,727	1,072	688
Fair value (losses)/gains recognised as other income/expenses in the income statement	(34)	(770)	725
Reclassified to assets held for sale	(1)	(1,841)	(387)
Translation differences	(278)	(1,500)	(3,338)
At end of the year	58,814	59,433	62,976

	2025 $million	2024 $million	2023 $million
Properties under development			
At beginning of the year	4,264	4,867	4,254
Disposal of subsidiaries (net)	(257)	(1,179)	(171)
Additions	2,077	2,067	2,167
Disposals	-	(200)	(22)
Fair value gains recognised as other income in the income statement	101	146	524
Transfer to investment properties/inventories	(1,857)	(1,338)	(1,691)
Translation differences	(21)	(99)	(194)
At end of the year	4,307	4,264	4,867
Carrying amounts	63,121	63,697	67,843

Investment properties and properties under development are classified under Level 3 of the fair value hierarchy.

	Note	2025 $million	2024 $million	2023 $million
Investment properties and properties under development pledged as collateral to secure banking facilities	29(c)(iv)	14,750	16,811	17,949

Other amounts recognised in the income statement:

	2025 $million	2024 $million	2023 $million
Rental income from investment properties	4,467	4,350	4,532
Direct operating expenses arising from investment properties that generated rental income	(1,246)	(1,310)	(1,213)

The Group's investment properties and properties under development are primarily contributed by Mapletree Investments Pte Ltd, TJ Holdings (III) Pte. Ltd. and Mapletree Logistics Trust. Their valuation methodologies are extracted from their respective financial statements.

Mapletree Investments Pte Ltd and its subsidiaries ("Mapletree")

As at 31 March 2025, the fair values of investment properties of $29,629 million (2024: $28,204 million; 2023: $43,729 million) and properties under development of $3,057 million (2024: $1,402 million; 2023: $1,819 million) were determined by independent professional valuers. These valuers have appropriate professional qualifications and experience in the location and category of the properties being valued. The fair values were based on the highest and best use basis.

Mapletree is of the view that the valuation methods and estimates adopted and considered by professional valuers were based on information available and reflective of market conditions.

Fair values of Mapletree's properties under Level 3 of the fair value hierarchy have been generally derived using the following methods:

- Income capitalisation - Properties are valued by capitalising net leasing income after property tax at a rate which reflects the present and potential income growth and over the unexpired lease term.

- Term and reversion - Properties are valued by capitalising the amount of net income receivable from existing tenancies, after deducting any specific costs which must be borne by the recipient. Both the term and reversion are capitalised by the market capitalisation rates, which reflect the rate of investment, alienation restrictions, effect of inflation and prospect of rental growth, if any.

- Discounted cash flow - Properties are valued by discounting the future net income stream over a period to arrive at a present value.

- Direct comparison - Properties are valued using transacted prices for comparable properties in the vicinity and elsewhere with adjustments made for differences in location, tenure, size, shape, design, layout, age and condition of the buildings, availability of car parking facilities, dates of transactions and the prevailing market conditions.

- Residual value - Properties under development are valued, as a starting point using the direct comparison method, income capitalisation method and/or discounted cash flow method to derive the fair value of the property as if the development was already completed at balance sheet date. Deductions from that fair value, such as estimated construction cost and other costs to completion and estimated profit margin required to hold and develop property to completion are made to reflect the current condition of the property under development.

The following table presents the valuation techniques and key inputs that were used to determine the fair value of investment properties and properties under development:

Description	Valuation techniques	Key unobservable inputs	Relationship of unobservable inputs to fair value
Investment properties	Income capitalisation	Capitalisation rate • Singapore: 3.8% to 7.0% (2024: 3.4% to 7.0%; 2023: 3.4% to 7.5%) • Others: 4.3% to 9.0% (2024: 4.3% to 11.0%; 2023: 3.0% to 10.5%)	The higher the capitalisation rate, the lower the fair value.
	Term and reversion	Term and reversion rate • Others: 4.3% to 7.0% (2024: 4.2% to 7.0%; 2023: 4.2% to 6.0%)	The higher the term and reversionary rate, the lower the fair value.
	Discounted cash flows	Discount rate • Singapore: 6.5% to 11.0% (2024: 6.5% to 11.0%; 2023: 6.5% to 12.5%) • Others: 3.0% to 13.0% (2024: 3.0% to 15.5%; 2023: 2.7% to 15.0%)	The higher the discount rate, the lower the fair value.
		Terminal yield • Singapore: 4.0% to 7.3% (2024: 3.6% to 7.3%; 2023: 3.6% to 7.8%) • Others: 3.0% to 9.5% (2024: 3.0% to 12.0%; 2023: 3.0% to 11.5%)	The higher the terminal yield, the lower the fair value.
	Direct comparison	Adjusted price • Others: $18,266 psm (2024: $1,446 to $19,735 psm; 2023: $868 to $20,825 psm)	The higher the adjusted price, the higher the fair value.

Description	Valuation techniques	Key unobservable inputs	Relationship of unobservable inputs to fair value
Investment properties	Residual value	Gross development valuation • Singapore: Not applicable (2024: $19,148 psm; 2023: $18,410 psm)	The higher the gross development valuation, the higher the fair value.
		Development cost • Singapore: Not applicable (2024 and 2023: $4,164 psm)	The higher the development cost, the lower the fair value.
Properties under development	Discounted cash flows	Discount rate • Others: 11.8% to 14.0% (2024: Not applicable; 2023: 13.9%)	The higher the discount rate, the lower the fair value.
		Terminal yield • Others: 8.0% to 8.3% (2024: Not applicable; 2023: 8.0%)	The higher the terminal yield, the lower the fair value.
	Direct comparison	Adjusted price • Others: $94 to $5,510 psm (2024: $54 to $633 psm; 2023: $101 to $296 psm)	The higher the adjusted price, the higher the fair value.
	Income capitalisation	Capitalisation rate • Others: 7.8% to 8.5% (2024 and 2023: Not applicable)	The higher the capitalisation rate, the lower the fair value.

Description	Valuation techniques	Key unobservable inputs	Relationship of unobservable inputs to fair value
Properties under development	Residual value	Gross development valuation • Singapore: $21,526 psm (2024 and 2023: Not applicable) • Others: $18,345 psm (2024: $536 to $19,235 psm; 2023: $540 to $19,537 psm)	The higher the gross development valuation, the higher the fair value.
		Development cost • Singapore: $6,892 psm (2024 and 2023: Not applicable) • Others: $8,082 psm (2024: $327 to $7,760 psm; 2023: $198 to $7,818 psm)	The higher the development cost, the lower the fair value.

TJ Holdings (III) Pte. Ltd. and its subsidiaries ("TJ (III)")

As at balance sheet date, the fair values of investment properties of $9,528 million (2024: $17,569 million; 2023: $18,841 million) and properties under development of $1,093 million (2024: $1,530 million; 2023: $2,066 million) were determined by external, independent property valuers, who have the appropriate and recognised professional qualification and recent experience in the location and category of property being valued.

Investment properties, which include those in the course of development, are stated at fair value based on independent professional valuations. The fair values are based on open market values, being the estimated amount for which a property could be exchanged on the date of the valuation between a willing buyer and a willing seller in an arm's length transaction wherein the parties had each acted knowledgeably and without compulsion. In determining the fair value, the valuers have used valuation techniques which involve certain estimates. The key assumptions used to determine the fair value of investment properties include market-corroborated capitalisation rate, terminal yield rate, discount rate, comparable market price, occupancy rate and gross development costs.

The carrying amounts of the investment properties as at balance sheet date were based on valuations performed by the independent external valuers. The valuers had considered valuation techniques including the direct comparison method, capitalisation approach, discounted cash flows and residual method in arriving at the open market value as at the balance sheet date.

The direct comparison method involves the analysis of comparable sales of similar properties and adjusting the sale prices to that reflective of the investment properties. The capitalisation approach capitalises an income stream into a present value using revenue multipliers or single-year capitalisation rates. The discounted cash flow method involves the estimation and projection of an income stream over a period and discounting the income stream with an internal rate of return to arrive at the market value. In the residual method of valuation, the total gross development costs and developer's profit are deducted from the gross development value to arrive at the residual value of land. The gross development value is the estimated value of the property assuming satisfactory completion of the development as at the date of valuation.

The following table presents the valuation techniques and key inputs that were used to determine the fair value of investment properties and properties under development:

Valuation methods	Key unobservable inputs	Singapore	China	Others	Inter-relationship between key unobservable inputs and fair value measurement
Capitalisation approach					
	Capitalisation rate				The estimated fair value varies inversely against the capitalisation rate.
	2025	4.0% to 8.5%	4.4% to 8.0%	4.8% to 10.3%	
	2024	4.0% to 8.5%	4.3% to 7.0%	4.8% to 9.0%	
	2023	4.0% to 10.0%	4.3% to 7.0%	4.3% to 9.0%	
Discounted cash flow approach					
	Discount rate				The estimated fair value varies inversely against the discount rate and terminal yield rate.
	2025	6.5% to 8.5%	6.9% to 9.8%	8.6% to 25.0%	
	2024	5.6% to 8.5%	6.0% to 10.0%	3.2% to 25.0%	
	2023	4.8% to 10.0%	5.4% to 10.0%	3.3% to 25.0%	
	Terminal yield rate				
	2025	4.3% to 7.0%	4.5% to 6.8%	4.8% to 11.0%	
	2024	3.5% to 7.3%	3.5% to 7.3%	3.0% to 11.0%	
	2023	3.3% to 7.3%	3.0% to 7.3%	3.6% to 11.0%	

Valuation methods	Key unobservable inputs	Singapore $million	China $million	Others $million	Inter-relationship between key unobservable inputs and fair value measurement
Residual value method					
	Gross development value				The estimated fair value increases with
	2025	-	614	-	higher gross development value and
	2024	108 to 934	617	-	decreases with higher estimated cost to
	2023	104 to 965	483 to 786	85 to 151	completion.
	Estimated cost to completion				
	2025	-	63	-	
	2024	55 to 436	63	-	
	2023	52 to 434	8 to 66	33 to 101	

Mapletree Logistics Trust and its subsidiaries ("MLT") [(1)]

As at 31 March 2025, the fair values of investment properties of $13,245 million (2024: $13,140 million) were determined by independent professional valuers. These valuers have appropriate professional qualifications and recent experience in the location and category of the properties being valued.

The fair values are generally derived using the following methods:

- Income capitalisation – Properties are valued by capitalising net rental income after property tax at a rate which reflects the present and potential income growth and over the unexpired lease term.

- Discounted cash flow – Properties are valued by discounting the future net income stream over a period to arrive at a present value.

- Direct comparison – Properties are valued using transacted prices for comparable properties in the vicinity and elsewhere with adjustments made for differences in location, tenure, size, shape, design, age and condition of the buildings, availability of car parking facilities, dates of transactions and the prevailing market conditions.

- Residual value – Investment properties under redevelopment or development are valued, as a starting point using the income capitalisation method and discounted cash flow method to derive the fair value of the property as if the redevelopment was already completed at reporting date. Deductions from that fair value, such as estimated construction cost and other costs to completion and estimated profit margin required to hold and develop property to completion are made to reflect the current condition of the property under redevelopment and development.

(1) Only one year of comparative information is disclosed as MLT was accounted for as a subsidiary under THPL with effect from the year ended 31 March 2024.

The following table presents the valuation techniques and key unobservable inputs that were used to determine the fair value of the investment properties:

Geographical regions	**Valuation techniques**	**Key unobservable inputs**
Singapore	Income capitalisation	Capitalisation rate 2025: 5.25% - 7.50% 2024: 4.75% - 7.00%
	Discounted cash flow	Discount rate 2025: 7.75% 2024: 7.00% - 8.25%
	Residual value	Gross development value 2025: $2,768 per square metre (“psm”) 2024: $2,980 psm
Australia	Income capitalisation	Capitalisation rate 2025: 5.00% - 8.00% 2024: 4.63% - 8.00%
	Discounted cash flow	Discount rate 2025: 7.00% - 8.50% 2024: 6.50% - 8.75%
	Direct comparison	Adjusted price psm 2025: AUD 350 - AUD 1,200 2024: Not applicable
China	Income capitalisation	Capitalisation rate 2025: 4.75% - 6.00% 2024: 4.75% - 5.75%
	Discounted cash flow	Discount rate 2025: 7.75% - 9.00% 2024: 7.75% - 8.75%
Hong Kong SAR	Income capitalisation	Capitalisation rate 2025: 3.75% - 4.50% 2024: 3.65% - 3.90%
	Discounted cash flow	Discount rate 2025: 6.75% - 7.50% 2024: 6.75% - 6.90%
India	Income capitalisation	Capitalisation rate 2025: 7.75% 2024: 7.75%
	Discounted cash flow	Discount rate 2025: 12.50% 2024: 10.25% - 11.53%

Geographical regions	Valuation techniques	Key unobservable inputs
Japan	Discounted cash flow	Discount rate 2025: 3.00% - 10.00% 2024: 2.90% - 10.00%
Malaysia	Income capitalisation	Capitalisation rate 2025: 6.25% - 7.00% 2024: Not applicable
	Residual value	Gross development value 2025: MYR 4,480 psm 2024: Not applicable
	Discounted cash flow	Discount rate 2025: Not applicable 2024: 8.00%
	Direct comparison	Adjusted price psm 2025: Not applicable 2024: MYR 2,892
South Korea	Discounted cash flow	Discount rate 2025: 6.20% - 7.75% 2024: 5.50% - 8.40%
	Direct comparison	Adjusted price psm 2025: KRW 739,102 – KRW 2,178,133 2024: KRW 729,977 – KRW 2,268,813
Vietnam	Income capitalisation	Capitalisation rate 2025: Not applicable 2024: 7.50% - 7.75%
	Discounted cash flow	Discount rate 2025: 11.50% - 11.75% 2024: 11.75% - 12.75%

Relationship of key unobservable inputs to fair value

- The higher the capitalisation rate, the lower the fair value.
- The higher the adjusted price per square metre, the higher the fair value.
- The higher the discount rate, the lower the fair value.
- The higher the gross development value, the higher the fair value.

20. Deferred tax

Movements in deferred tax assets and liabilities (prior to offsetting of balances):

	Provisions $million	Tax losses and capital allowances $million	TWDV [(1)] in excess of NBV [(2)] of assets $million	Others $million	Total $million
Deferred tax assets					
At 1 April 2022	1,103	789	285	2,138	4,315
(Disposal)/acquisition of subsidiaries (net)	(92)	(83)	-	(11)	(186)
Recognised in income statement	81	506	14	260	861
Recognised in equity	3	-	(4)	(163)	(164)
Transfer to current tax payable	(1)	(45)	-	(3)	(49)
Reclassification	131	(9)	-	(122)	-
Translation differences	(64)	(296)	(33)	(44)	(437)
At 31 March 2023	1,161	862	262	2,055	4,340
(Disposal)/acquisition of subsidiaries (net)	(10)	42	-	11	43
Recognised in income statement	157	(51)	152	1,240	1,498
Recognised in equity	-	(1)	-	(92)	(93)
Transfer from/(to) current tax payable	133	(62)	(4)	71	138
Translation differences	(39)	(15)	124	2	72
At 31 March 2024	1,402	775	534	3,287	5,998
(Disposal)/acquisition of subsidiaries (net)	(10)	2	-	(72)	(80)
Recognised in income statement	(20)	114	20	741	855
Recognised in equity	-	-	-	31	31
Transfer from/(to) current tax payable	74	(113)	-	35	(4)
Translation differences	(24)	19	(15)	(38)	(58)
At 31 March 2025	1,422	797	539	3,984	6,742

(1) TWDV - Tax written down value

(2) NBV - Net book value

	Accelerated tax depreciation $million	Revaluation gains $million	Others $million	Total $million
Deferred tax liabilities				
At 1 April 2022	6,201	2,063	1,509	9,773
Acquisition/(disposal) of subsidiaries (net)	241	(86)	420	575
Recognised in income statement	1,313	278	(134)	1,457
Recognised in equity	3	(270)	25	(242)
Transfer from current tax payable	-	10	19	29
Translation differences	(470)	(142)	(8)	(620)
At 31 March 2023	7,288	1,853	1,831	10,972
Acquisition/(disposal) of subsidiaries (net)	192	(4)	60	248
Recognised in income statement	441	(68)	1,017	1,390
Recognised in equity	-	(46)	42	(4)
Transfer (to)/from current tax payable	(12)	8	33	29
Translation differences	76	(79)	(50)	(53)
At 31 March 2024	7,985	1,664	2,933	12,582
Acquisition/(disposal) of subsidiaries (net)	54	(184)	(53)	(183)
Recognised in income statement	348	(80)	818	1,086
Recognised in equity	-	182	(72)	110
Transfer from/(to) current tax payable	20	1	(49)	(28)
Translation differences	(29)	(27)	-	(56)
At 31 March 2025	8,378	1,556	3,577	13,511

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when the deferred taxes relate to the same tax authority. The amounts determined after appropriate offsetting are included in the balance sheet as follows:

	2025 $million	2024 $million	2023 $million
Deferred tax assets	2,675	2,487	2,073
Deferred tax liabilities	9,444	9,071	8,705

Deferred tax assets have not been recognised in respect of the following items:

	2025 $million	2024 $million	2023 $million
Deductible temporary differences	2,511	3,735	3,056
Tax losses	8,797	10,820	10,565
	11,308	14,555	13,621

Deferred tax assets have not been recognised in respect of these items because it is not probable that future taxable profit of respective subsidiaries will be available against which they can utilise the benefits.

Deductible temporary differences and tax losses are subject to agreement by tax authorities and compliance with tax regulations in the countries in which certain subsidiaries operate in. Deductible temporary differences and tax losses do not expire under current tax legislation except for tax losses amounting to $4,511 million (2024: $4,640 million; 2023: $3,881 million) which will expire between 2025 and 2044 (2024: 2024 and 2042; 2023: 2023 and 2042).

21. Other non-current assets

	Note	2025 $million	2024 $million	2023 $million
Loans and bills receivable of financial institution subsidiaries		-	17	115
Loans to:				
- associates and joint ventures		1,889	2,011	1,514
- others		270	227	202
Trade receivables		56	22	25
Service concession receivables		778	796	852
Other receivables		2,486	1,237	1,016
		5,479	4,310	3,724
Allowance for impairment		(172)	(165)	(156)
		5,307	4,145	3,568
Contract assets	24	125	135	81
Contract costs		402	433	406
Defined benefit assets		4	17	18
Finance lease receivables		24	109	81
Prepayments		550	622	457
		6,412	5,461	4,611
Loans and receivables pledged as collateral to secure banking facilities	29(c)(vii)	306	602	458

22. Inventories

	Note	2025 $million	2024 $million	2023 $million
Bunkers, fuel stocks and general consumables		1,402	1,417	1,162
Commodity inventories		16,034	9,752	8,886
Development properties held for sale	(a)	5,924	7,335	7,928
Finished goods		935	844	776
Raw materials, supplies, engineering products and sundry items		1,779	1,728	1,583
Work-in-progress		510	421	545
		26,584	21,497	20,880
Allowance for inventories		(494)	(473)	(489)
		26,090	21,024	20,391
Carried at fair value:				
- Level 2 of the fair value hierarchy	(b)	10,813	5,182	4,183
- Level 3 of the fair value hierarchy		757	576	387
		11,570	5,758	4,570
Lower of cost and net realisable value		14,520	15,266	15,821
		26,090	21,024	20,391

	Note	2025 $million	2024 $million	2023 $million
Inventories recognised as cost of sales		56,702	49,915	50,865
Inventories pledged as collateral to secure banking facilities	29(c)(v)	2,384	3,079	3,377

(a) The Group's development properties held for sale are primarily contributed by TJ Holdings (III) Pte. Ltd. and its subsidiaries ("TJ (III)").

TJ (III)

TJ (III) develops and sells residential projects to customers through fixed-priced contracts. Revenue is recognised when the control over the residential project has been transferred to the customer. At contract inception, TJ (III) assesses whether TJ (III) transfers control of the residential project over time or at a point in time by determining if (a) its performance does not create an asset with an alternative use to TJ (III); and (b) TJ (III) has an enforceable right to payment for performance completed to date.

TJ (III) recognises revenue over time for residential projects under progressive payment scheme in Singapore. The progress towards completing the construction is measured in accordance with the accounting policy below. Significant assumptions are required in determining the stage of completion and TJ (III) evaluates them by relying on the work of specialists.

The residential projects have no alternative use for TJ (III) due to contractual restriction, and TJ (III) has enforceable rights to payment arising from the contractual terms. The measure of progress is determined based on the proportion of contract costs incurred to date to the estimated total contract costs. Costs incurred that are not related to the contract or that do not contribute towards satisfying a performance obligation are excluded from the measure of progress and instead are expensed as incurred.

For certain contracts where TJ (III) does not have enforceable right to payment, revenue is recognised only when the completed residential project is delivered to the customers and the customers have accepted it in accordance with the sales contract.

Revenue is measured at the transaction price agreed under the contract. Estimates of revenues, costs or extent of progress toward completion are revised if circumstances change. Any resulting increases or decreases in estimated revenues or costs are reflected in the income statement in the period in which the circumstances that give rise to the revision become known by TJ (III)'s management.

The customer is invoiced on a payment schedule and are typically triggered upon achievement of specified construction milestones. If the value of the goods transferred by TJ (III) exceed the payments, a contract asset is recognised. If the payments exceed the value of the goods transferred, a contract liability is recognised.

(b) Inventories classified under Level 2 of the fair value hierarchy are valued using valuation techniques with market observable inputs. The models incorporate various inputs including the broker quotes for similar transactions, credit quality of counter-parties, foreign exchange spot and forward rates, interest rate curves and forward rate curves of the underlying commodities.

23. Trade and other receivables

	Note	2025 $million	2024 $million	2023 $million
Trade receivables	(a)	16,164	15,357	13,662
Allowance for impairment of trade receivables	(b)	(806)	(934)	(988)
Net trade receivables		15,358	14,423	12,674
Advance payments to suppliers		1,567	1,452	1,113
Amounts due from associates and joint ventures:				
- trade		685	662	576
- non-trade		976	693	715
Contract assets	24	5,850	5,708	5,408
Contract costs		925	900	926
Grants receivable		225	262	185
Interest and dividend receivables		727	911	765
Loans and bills receivable of financial institution subsidiaries		2	76	181
Loans to:				
- associates and joint ventures		987	778	596
- others		306	288	309
Prepayments and deposits		2,888	3,278	4,187
Tax prepayments and recoverables		705	520	595
Sundry debtors	(e)	3,033	1,194	985
Other receivables		3,779	3,940	4,706
		38,013	35,085	33,921
Allowance for impairment of other receivables		(333)	(352)	(263)
		37,680	34,733	33,658

	2025 $million	2024 $million	2023 $million
(a) Analysis of trade receivables:			
Not past due and not impaired	10,947	10,426	8,624
Past due but not impaired	4,411	3,997	4,050
Impaired	806	934	988
	16,164	15,357	13,662

		2025 $million	2024 $million	2023 $million
(b)	Movements in allowance for impairment of trade receivables:			
	At beginning of the year	934	988	1,018
	Acquisition/(disposal) of subsidiaries (net)	(76)	9	-
	Allowance recognised as an expense in the income statement	107	118	137
	Allowance utilised	(161)	(168)	(150)
	Translation differences	2	(13)	(17)
	At end of the year	806	934	988
(c)	Significant exposure to non-functional currencies:			
	US Dollar	3,304	2,972	2,431
	Euro	1,262	1,228	1,141
	Renminbi	952	919	1,174
	Hong Kong Dollar	647	693	361
	Pound Sterling	290	390	222
(d)	Pledged as collateral			
	Trade receivables pledged as collateral to secure banking facilities 29(c)(vii)	784	779	891
	Loans and receivables pledged as collateral to secure banking facilities 29(c)(vii)	330	277	246

(e) Sundry debtors mainly comprise margin accounts with brokers. Margin accounts are maintained with recognised future dealers and brokers for trade done on the futures exchanges. These margin accounts move in relation to trades done on futures, variation margins required and prices of the commodities traded. These amounts reflect the payments made to future dealers as initial and variation margins depending on the volume of trades done and price movements.

24. Contract assets and liabilities

	Note	2025 $million	2024 $million	2023 $million
Contract assets		6,051	5,916	5,559
Allowance for impairment		(76)	(73)	(70)
		5,975	5,843	5,489
Analysed by:				
Non-current assets	21	125	135	81
Current assets	23	5,850	5,708	5,408
		5,975	5,843	5,489
Contract liabilities				
Non-current liabilities	32	1,802	1,455	1,048
Current liabilities	33	7,710	7,482	6,865
		9,512	8,937	7,913

25. Cash and cash equivalents

	Note	2025 $million	2024 $million	2023 $million
Fixed deposits and short-term investments		38,956	52,061	52,918
Cash on hand and at bank		32,272	32,886	31,543
Cash and cash equivalents in the consolidated balance sheet		71,228	84,947	84,461
Classified as disposal group held for sale		9	95	64
Less:				
Bank overdrafts	29	(750)	(399)	(260)
Restricted cash		(322)	(355)	(661)
Cash and cash equivalents in the consolidated cash flow statement		70,165	84,288	83,604

Significant exposure to non-functional currencies:

	2025 $million	2024 $million	2023 $million
US Dollar	10,152	10,820	13,559
Renminbi	3,034	3,607	4,061
Euro	1,648	1,348	1,611
Indian Rupee	616	293	630
British Pound	580	463	1,844

26. Assets and liabilities classified as held for sale

Assets and liabilities classified as held for sale as at 31 March 2025 mainly comprised investment properties of $371 million and borrowings of $225 million held by TJ Holdings (III) Pte. Ltd. and its subsidiaries.

Assets and liabilities classified as held for sale as at 31 March 2024 mainly comprised investment properties of $1,492 million held by TJ Holdings (III) Pte. Ltd. and its subsidiaries and $349 million held by Mapletree Investments Pte. Ltd. and its subsidiaries.

Assets and liabilities classified as held for sale as at 31 March 2023 mainly comprised investment properties of $352 million held by TJ Holdings (III) Pte. Ltd. and its subsidiaries.

27. Share capital

	2025 No. of shares	2024 No. of shares	2023 No. of shares
Fully paid ordinary shares, with no par value:			
At beginning of the year	1,045,250,429	1,033,980,535	1,025,573,250
Issue of shares for cash	8,729,514	11,269,894	8,407,285
At end of the year	1,053,979,943	1,045,250,429	1,033,980,535

The holder of the ordinary shares is entitled to receive dividends as declared from time to time and is entitled to one vote per share at meetings of THPL. All shares rank equally with regard to THPL's residual assets.

Capital management

THPL

THPL's capital comprises its share capital and reserves. The primary objective in capital management is to safeguard the ability to deliver sustainable returns over the long term.

THPL has been assigned an overall corporate credit rating of "Aaa" by Moody's Investors Service, Inc and "AAA" by S&P Global Ratings.

THPL is designated as a Fifth Schedule entity under the Singapore Constitution with a constitutional responsibility to safeguard THPL's past reserves. Reserves in THPL are categorised as current or past reserves, depending on when these have been accumulated.

THPL's past reserves are those accumulated by THPL before the current term of Government.

If THPL's total reserves are less than THPL's past reserves, this will be considered a draw on THPL's past reserves. THPL is required under the Singapore Constitution to seek approval from the President of the Republic of Singapore (the "President") before a draw occurs on THPL's past reserves.

THPL's Chairman and Chief Executive Officer are required to certify THPL's Statement of Reserves and Statement of Past Reserves to the President at prescribed intervals as part of THPL's responsibility to protect THPL's past reserves.

Thus, the President acts as a check under a "two-key" concept to safeguard THPL's past reserves.

There were no changes to THPL's approach to capital management during the year.

The Group

THPL is an investment company that owns and manages its assets based on commercial principles. THPL does not issue any financial guarantees for its portfolio companies' obligations.

Portfolio companies are guided and managed by their respective boards and management. THPL does not direct the commercial and operational decisions of these portfolio companies, but holds their respective boards accountable for the capital and risk management processes and financial performance of their companies.

Certain operating subsidiaries within the Group are subject to externally imposed capital requirements as required by law and financial loan covenant clauses. The boards and management teams of these subsidiaries are responsible for compliance with the requirements.

28. Reserves

(a) Other reserves

Other reserves mainly comprise:

(i) Merger reserve

The merger reserve represents the difference between the nominal value of shares issued by subsidiaries in exchange for the nominal value of shares acquired in respect of acquisition of entities under common control.

(ii) Capital reserve

The capital reserve mainly comprises the Group's share of capital reserves of associates and joint ventures and goodwill on acquisition completed prior to 1 April 2001.

(iii) Other reserves

Other reserves mainly comprise surplus on disposal of investments transferred from accumulated profits.

(b) Fair value reserve

The fair value reserve comprises the cumulative net change in equity and debt investments measured at FVOCI held until the investments are derecognised or upon impairment of debt investments.

(c) Hedging and cost of hedging reserve

The hedging reserve comprises the effective portion of the cumulative net change in the fair value of cash flow hedging instruments relating to forecast hedged transactions.

Cost of hedging reserve comprises time value of options, forward points and foreign currency basis spread separately accounted for as a cost of hedging.

(d) Currency translation reserve

The currency translation reserve comprises:

(i) foreign currency differences arising from the translation of financial statements of subsidiaries, associates and joint ventures whose functional currencies are different from the functional currency of THPL;

(ii) foreign currency gains or losses on instruments used to hedge the Group's net investment in foreign operations that are determined to be effective hedges; and

(iii) foreign currency differences on monetary items which form part of the Group's net investment in foreign operations.

29. Borrowings

	Note	2025 $million	2024 $million	2023 $million
Bank overdrafts	25			
- secured		3	13	1
- unsecured		747	386	259
		750	399	260
Bank loans	(e)			
- secured		32,854	29,817	31,012
- unsecured		56,392	49,593	48,584
		89,246	79,410	79,596
Fixed and floating rate notes	(f)			
- secured		3,164	3,283	3,875
- unsecured		58,141	57,664	57,527
		61,305	60,947	61,402
Commercial bills		2,232	2,395	3,970
Lease liabilities		15,078	15,949	15,523
Other loans		986	1,905	1,645
Total borrowings		169,597	161,005	162,396
Analysed by:				
Non-current liabilities		138,174	129,890	135,298
Current liabilities		31,423	31,115	27,098
Total borrowings		169,597	161,005	162,396

(a) Maturity of borrowings

	Total $million	Within 1 year $million	After 1 year but within 5 years $million	After 5 years $million
2025				
Bank overdrafts	750	750	-	-
Bank loans	89,246	20,465	55,959	12,822
Fixed and floating rate notes	61,305	5,854	27,452	27,999
Commercial bills	2,232	2,232	-	-
Lease liabilities	15,078	2,014	5,912	7,152
Other loans	986	108	499	379
	169,597	31,423	89,822	48,352
2024				
Bank overdrafts	399	399	-	-
Bank loans	79,410	22,973	45,776	10,661
Fixed and floating rate notes	60,947	3,180	27,137	30,630
Commercial bills	2,395	2,395	-	-
Lease liabilities	15,949	2,115	6,374	7,460
Other loans	1,905	53	932	920
	161,005	31,115	80,219	49,671
2023				
Bank overdrafts	260	260	-	-
Bank loans	79,596	16,614	51,391	11,591
Fixed and floating rate notes	61,402	4,261	23,631	33,510
Commercial bills	3,970	3,970	-	-
Lease liabilities	15,523	1,932	5,733	7,858
Other loans	1,645	61	859	725
	162,396	27,098	81,614	53,684

(b) Contractual cash flows

Expected contractual undiscounted cash flows including interest payments of significant borrowings:

		Cash flows			
	Carrying amount $million	**Contractual cash flows $million**	**Within 1 year $million**	**After 1 year but within 5 years $million**	**After 5 years $million**
2025					
Bank loans	89,246	101,426	24,297	63,397	13,732
Notes and commercial bills	63,537	81,362	9,411	32,840	39,111
Lease liabilities	15,078	20,796	2,740	7,557	10,499
Other loans	986	2,242	359	1,382	501
	168,847	205,826	36,807	105,176	63,843
2024					
Bank loans	79,410	88,852	25,525	53,080	10,247
Notes and commercial bills	63,342	70,618	6,671	30,708	33,239
Lease liabilities	15,949	22,961	2,912	8,010	12,039
Other loans	1,905	2,828	259	941	1,628
	160,606	185,259	35,367	92,739	57,153
2023					
Bank loans	79,596	87,591	18,128	59,390	10,073
Notes and commercial bills	65,372	84,435	9,742	28,083	46,610
Lease liabilities	15,523	21,013	2,442	7,592	10,979
Other loans	1,645	2,872	243	1,325	1,304
	162,136	195,911	30,555	96,390	68,966

(c) Collateralised borrowings

The secured borrowings are collateralised by certain assets as disclosed in the following notes:

(i) property, plant and equipment (note 9);

(ii) right-of-use-assets (note 10);

(iii) intangible assets (note 11);

(iv) investment properties and properties under development (note 19);

(v) inventories (note 22);

(vi) cash and cash equivalents (note 25); and

(vii) lien on export documents and pari passu charge on receivables, letter of credit and consumer financing receivables (note 21 and note 23)

(d) Carrying amounts and fair value of borrowings (excluding lease liabilities)

The fair value of borrowings (carried at amortised cost) whose carrying amounts do not approximate their fair values are as follows:

	2025 $million	2024 $million	2023 $million
Carrying amounts:			
Notes and commercial bills	63,465	63,270	65,372
Fair value and classification by levels (as defined in note 38):			
- Level 1	14,183	14,759	15,465
- Level 2	46,690	44,361	44,344
- Level 3	413	508	1,272
Total fair value	61,286	59,628	61,081

(e) Interest rates of bank loans

	2025 %	2024 %	2023 %
Interest rates of bank loans	0.1 – 29.5	0.2 – 21.5	0.2 – 11.5

(f) Interest rates of fixed and floating rate notes

	2025 %	2024 %	2023 %
Interest rates of fixed and floating rate notes	0.6 – 7.4	0.6 – 7.4	0.6 – 7.4

(g) Reconciliation of movements of liabilities to cash flows from financial activities

	Bank loans $million	Fixed and floating rate notes $million	Commercial bills $million	Lease liabilities $million	Other loans $million	Derivatives[1] $million	Loans from associates and joint ventures[2] $million	Interest payable (note 33) $million	Total $million
At 1 April 2022	83,144	62,386	3,730	15,475	746	316	1,158	545	167,500
Changes from financing cash flows									
Proceeds from borrowings	35,344	7,477	2,296	-	1,212	124	165	-	46,618
Repayments of borrowings	(37,307)	(6,840)	(2,049)	(2,045)	(293)	9	(2)	-	(48,527)
Interest paid	(1,045)	(665)	(18)	(291)	(106)	(1)	-	(3,670)	(5,796)
Total changes from financing cash flows	(3,008)	(28)	229	(2,336)	813	132	163	(3,670)	(7,705)
Non-cash changes									
Equity component of convertible notes	-	-	-	-	8	-	-	-	8
Acquisition/(disposal) of subsidiaries (net)	277	(323)	-	(247)	12	3	-	1	(277)
New/termination of lease liabilities (net)	-	-	-	2,966	-	-	-	-	2,966
Fair value adjustment	-	(277)	-	-	1	(8)	-	-	(284)
Interest expense	1,210	702	97	353	129	(9)	3	3,691	6,176
Foreign currency translation adjustments	(2,205)	(915)	(23)	(773)	(50)	(64)	(49)	(10)	(4,089)
Others	178	(143)	(63)	85	(14)	93	-	66	202
Total non-cash changes	(540)	(956)	11	2,384	86	15	(46)	3,748	4,702
At 31 March 2023	79,596	61,402	3,970	15,523	1,645	463	1,275	623	164,497

[1] Derivatives used for hedging financing activities are presented as part of derivative financial instruments (note 18).

[2] Loans from associates and joint ventures are presented as part of “Others” in other non-current liabilities (note 32) and “Amounts due to associates and joint ventures” in trade and other payables (note 33).

	Bank loans $million	Fixed and floating rate notes $million	Commercial bills $million	Lease liabilities $million	Other loans $million	Derivatives[1] $million	Loans from associates and joint ventures[2] $million	Interest payable (note 33) $million	Total $million
At 1 April 2023	79,596	61,402	3,970	15,523	1,645	463	1,275	623	164,497
Changes from financing cash flows									
Proceeds from borrowings	35,448	3,650	1,901	-	78	10	6	-	41,093
Repayments of borrowings	(34,047)	(4,288)	(3,484)	(2,171)	(150)	-	(54)	-	(44,194)
Interest paid	(1,290)	(689)	(111)	(471)	(154)	59	-	(4,400)	(7,056)
Total changes from financing cash flows	111	(1,327)	(1,694)	(2,642)	(226)	69	(48)	(4,400)	(10,157)
Non-cash changes									
Equity component of convertible notes	88	-	-	-	-	-	-	-	88
Acquisition/(disposal) of subsidiaries (net)	(339)	-	-	131	155	-	-	18	(35)
New/termination of lease liabilities (net)	-	-	-	2,283	-	-	-	-	2,283
Fair value adjustment	-	(26)	-	17	-	148	-	-	139
Interest expense	1,447	741	138	516	254	(21)	8	4,580	7,663
Foreign currency translation adjustments	(937)	152	(53)	(18)	17	(156)	(14)	22	(987)
Others	(556)	5	34	139	60	8	(33)	(88)	(431)
Total non-cash changes	(297)	872	119	3,068	486	(21)	(39)	4,532	8,720
At 31 March 2024	79,410	60,947	2,395	15,949	1,905	511	1,188	755	163,060

[1] Derivatives used for hedging financing activities are presented as part of derivative financial instruments (note 18).

[2] Loans from associates and joint ventures are presented as part of “Others” in other non-current liabilities (note 32) and “Amounts due to associates and joint ventures” in trade and other payables (note 33).

	Bank loans $million	Fixed and floating rate notes $million	Commercial bills $million	Lease liabilities $million	Other loans $million	Derivatives[1] $million	Loans from associates and joint ventures[2] $million	Interest payable (note 33) $million	Total $million
At 1 April 2024	79,410	60,947	2,395	15,949	1,905	511	1,188	755	163,060
Changes from financing cash flows									
Proceeds from borrowings	43,835	4,965	1,822	-	254	3	87	169	51,135
Repayments of borrowings	(36,168)	(3,878)	(2,045)	(2,139)	(1,769)	-	(159)	(170)	(46,328)
Interest paid	(1,698)	(699)	(106)	(475)	(169)	-	-	(4,380)	(7,527)
Total changes from financing cash flows	5,969	388	(329)	(2,614)	(1,684)	3	(72)	(4,381)	(2,720)
Non-cash changes									
Acquisition/(disposal) of subsidiaries (net)	1,609	(1,009)	-	(1,188)	38	125	-	(62)	(487)
New/termination of lease liabilities (net)	-	-	-	2,847	-	-	-	-	2,847
Fair value adjustment	-	131	-	3	-	47	-	-	181
Interest expense	1,828	719	142	574	221	(10)	1	4,481	7,956
Foreign currency translation adjustments	168	124	50	(111)	9	(42)	(3)	(14)	181
Others	262	5	(26)	(382)	497	20	33	(60)	349
Total non-cash changes	3,867	(30)	166	1,743	765	140	31	4,345	11,027
At 31 March 2025	89,246	61,305	2,232	15,078	986	654	1,147	719	171,367

[1] Derivatives used for hedging financing activities are presented as part of derivative financial instruments (note 18).

[2] Loans from associates and joint ventures are presented as part of “Others” in other non-current liabilities (note 32) and “Amounts due to associates and joint ventures” in trade and other payables (note 33).

30. Provisions

	Note	2025 $million	2024 $million	2023 $million
Contingencies		210	207	156
Warranties		253	242	204
Others	(a)	3,331	3,445	3,712
		3,794	3,894	4,072
Analysed by:				
Non-current liabilities		1,332	1,379	1,482
Current liabilities		2,462	2,515	2,590
		3,794	3,894	4,072

(a) Others mainly comprise:
   (i) Provision for community contributions of $988 million (2024: $673 million; 2023: $939 million).
   (ii) Provision for return costs for leased aircraft, onerous contracts, crew gratuity, Carbon Offsetting and Reduction Scheme for International Aviation obligations of $1,375 million (2024: $1,374 million; 2023: $1,457 million).

Movements in provisions:

	Contingencies $million	Warranties $million	Others $million	Total $million
At 1 April 2022	146	228	3,730	4,104
Disposal of subsidiaries (net)	-	(52)	(338)	(390)
Provisions made	21	67	622	710
Provisions utilised	(8)	(37)	(233)	(278)
Translation differences	(3)	(2)	(69)	(74)
At 31 March 2023	156	204	3,712	4,072
Acquisition of subsidiaries (net)	5	1	6	12
Provisions made	48	69	254	371
Provisions utilised	(2)	(30)	(548)	(580)
Translation differences	-	(2)	21	19
At 31 March 2024	207	242	3,445	3,894
Acquisition/(Disposal) of subsidiaries (net)	-	2	(832)	(830)
Provisions made	23	60	796	879
Provisions utilised	(18)	(52)	(87)	(157)
Translation differences	(2)	1	9	8
At 31 March 2025	210	253	3,331	3,794

31. Deferred income and liabilities

	2025 $million	2024 $million	2023 $million
Deferred grants and donations	964	918	938
Unearned revenue	3,568	2,938	2,413
Others	985	958	1,043
	5,517	4,814	4,394
Analysed by:			
Non-current liabilities	3,144	2,729	2,414
Current liabilities	2,373	2,085	1,980
	5,517	4,814	4,394

32. Other non-current liabilities

	Note	2025 $million	2024 $million	2023 $million
Accrued operating expenses		3,178	2,727	2,851
Contract liabilities	24	1,802	1,455	1,048
Defined benefit obligations		789	827	811
Deposits from customers		439	498	464
Others		1,537	1,597	1,731
		7,745	7,104	6,905

33. Trade and other payables

	Note	2025 $million	2024 $million	2023 $million
Trade payables	(a)	17,411	17,896	17,312
Advance payments received		254	351	244
Accrued operating expenses		11,946	10,965	11,394
Accrued capital expenditures		1,906	2,098	2,007
Amounts due to associates and joint ventures		1,762	1,819	2,044
Contract liabilities	24	7,710	7,482	6,865
Deposits from customers		1,028	1,157	1,169
Dividend payable to equity holder of THPL		2,795	2,961	3,777
Interest payable	29(g)	719	755	623
Others		8,679	8,693	9,264
		54,210	54,177	54,699

(a) Included in Trade payables as at 31 March 2025 is a carrying amount of $985 million relating to supplier finance arrangements, of which $951 million had been remitted to suppliers by the banks. The comparative information relating to this is not disclosed as it is not required in the first year of applying Amendments to IAS 7 and IFRS 7: *Supplier Finance Arrangements*.

The expected contractual undiscounted cash flows including interest payments of significant trade and other payables (comprising trade payables, accrued operating expenses, deposits from customers) approximate their respective carrying amounts at the balance sheet dates, and would mostly be settled within one year from the balance sheet dates.

Significant exposure to non-functional currencies:

	2025 $million	2024 $million	2023 $million
US Dollar	3,409	3,250	4,357
Euro	1,989	1,776	1,377
Pound Sterling	1,073	1,767	723
Renminbi	697	1,446	1,830
Australian Dollar	509	526	515

34. Leases

(a) Where the Group is a lessee

Lease extension options

Certain leases contain extension options exercisable by the Group. Where practicable, the Group seeks to include extension options in leases to provide operational flexibility. At lease commencement date, and whenever there is a significant event or significant changes in circumstances within the Group's control, the Group assesses whether it is reasonably certain to exercise the extension options.

These extension options have not been included in the measurement of lease liabilities as there is no reasonable certainty that they will be exercised. The following disclosures on extension options are extracted from the consolidated financial statements of Singapore Airlines Limited and its subsidiaries.

Singapore Airlines Limited and its subsidiaries ("SIA")

Aircraft

SIA leases three 777-300ERs, seven A350-900s, four 787-10s, four 737-800NGs, six 737-8s and five 777F freighters at fixed rental rates. The leases of two A380-800 were terminated during the year. The original lease terms of these aircraft range from three to 13 years.

For flexibility in fleet planning, most leases include extension options. The extension options provide for lease renewals up to a maximum of four years. In addition, leases for the A350-900s, 787-10s and 737-8s include early termination options that allow termination of the leases up to two years prior to original lease expiry. Sub-leasing is allowed under all the lease arrangements.

As of 31 March 2025, Scoot Pte. Ltd. (“Scoot”) has leased 14 A320-200s, four A320neos, nine A321neo, five E190-E2 and six 787s aircraft. The original lease terms on the aircraft are for five to 13 years. Certain aircraft leases confer on Scoot an option to purchase the related aircraft. Sub-leasing is allowed under all the lease arrangements, subject to certain terms and conditions stated in the agreements. Certain aircraft leases allow for lease extension/termination options for a period of three months to two years from original lease expiry. The lease term for certain aircraft leases were extended by two to three years.

As of 31 March 2025, Singapore Flying College ("SFC") has leased two Piper Seminole (G1000) aircraft in Australia. The original lease terms on the aircraft are for a period of five years, with an option to renew. Both aircraft leases allow for lease extension/termination options for a period of up to three years from original lease expiry.

Spare engines

SIA has lease agreements for six Trent 1000-J and six Trent TXWB-84 engines with fixed rental rates. The original lease terms for the Trent 1000-J and Trent TXWB-84 engines are 10 years with extension options of up to 36 months.

Extension/termination options

SIA has estimated that in relation to aircraft, should the extension options be exercised, it would result in an increase in lease liabilities of $431.0 million (2024: $452.4 million; 2023: $458.4 million), while the exercise of the termination options would result in a decrease in lease liabilities of $245.3 million (2024: $229.7 million; 2023: $226.2 million).

Lease commitments that had yet to commence

(a) Where the Group is a lessee

As at 31 March 2025, the Group had lease contracts of $140 million (2024: $104 million; 2023: $12 million) with lease terms that had yet to commence.

(b) Where the Group is a lessor

The Group has classified majority of its leases as operating leases because they do not transfer substantially all of the risks and rewards incidental to the ownership of the assets to the lessees.

Undiscounted lease payments to be received after the balance sheet date and not yet recognised on the balance sheet are as follows:

Operating lease receivables	**2025 $million**	**2024 $million**	**2023 $million**
Within 1 year	2,933	2,618	2,883
After 1 year but within 2 years	1,989	1,963	2,040
After 2 years but within 3 years	1,237	1,269	1,401
After 3 years but within 4 years	731	776	930
After 4 years but within 5 years	466	552	630
After 5 years	1,189	1,419	1,930
	8,545	8,597	9,814

35. Related party transactions

(a) Related party transactions with subsidiaries, associates and joint ventures of the Group

The Group entities engage in various transactions in the ordinary course of business with companies related to the Group at their prevailing market rates or prices and on customary terms and conditions.

Other than the information disclosed elsewhere in the consolidated financial statements, there were no other significant transactions that took place between the Group entities and related parties during the financial year.

(b) Key management personnel remuneration

Key management personnel remuneration of the Group includes paid as well as deferred compensation for directors and senior management of THPL and subsidiaries of the Group. Senior management personnel refer to the persons who have authority and responsibility for planning, directing and controlling the activities as defined and disclosed in the subsidiaries' financial statements.

Key management personnel compensation of the Group:	**2025 $million**	**2024 $million**	**2023 $million**
Paid and accrued compensation [(i)]	668	657	656
Deferred incentives [(ii)]	264	146	209
Post employment, termination benefits and share based compensation	101	97	141
	1,033	900	1,006

(i) Paid and accrued compensation relates to short-term employee benefits such as salaries, fees and paid bonuses.

(ii) Deferred incentives relate to:
- long-term employee benefits such as profit-sharing bonuses, deferred compensation and fair value of unvested long-term incentives of up to 12 years and unutilised annual leave accruals; and
- any outstanding payable to non-executive directors as at each reporting date.

36. Capital and other commitments

Capital and other commitments contracted for but not recognised in the consolidated financial statements:

	2025 $million	**2024 $million**	**2023 $million**
Investment commitments	45,731	40,568	37,742
Property, plant and equipment	21,425	18,879	17,833
Development expenditure	1,809	2,017	3,202
Intangible assets	735	2,522	2,564
Others	2,085	2,721	901
Share of capital commitments of joint ventures	4,002	4,172	5,147

37. Contingent liabilities

	2025 $million	2024 $million	2023 $million
Guarantees	2,254	6,219	6,748
Contingent liabilities directly incurred relating to associates and joint ventures	2,670	2,146	1,722
Share of contingent liabilities of associates and joint ventures	12,806	12,856	12,343

Other significant contingent liabilities and undertakings not included in the table above:

Singapore Airlines Limited and its subsidiaries ("SIA")

(i) *Cargo: Investigations by Competition Authorities and Civil Class Damages Actions*

In 2006 and thereafter, Singapore Airlines Cargo Pte Ltd ("SIA Cargo"), a subsidiary of SIA, and SIA were among several airlines that received notice of investigations by competition authorities in the United States, European Union, Australia, Canada, New Zealand, South Africa, South Korea and Switzerland as to whether surcharges, rates or other competitive aspects of air cargo service were lawfully determined (the "air cargo issues").

On 9 November 2010, the European Commission issued an adverse decision against 13 air cargo airlines, including SIA Cargo and SIA, in respect of fuel surcharges, security surcharges and commissions on surcharges. A fine of EUR 74.8 million ($135.7 million) was imposed on SIA Cargo and SIA. SIA Cargo paid the fine in February 2011 in accordance with European Union laws. SIA Cargo and SIA have filed an appeal to the European General Court seeking annulment of the decision.

In December 2015, the European General Court annulled the decision of the European Commission in its entirety vis-à-vis SIA Cargo and SIA. In February 2016, EUR 76.4 million ($119.1 million) comprising the fine amount and returns thereon was refunded to SIA Cargo. In March 2017, the European Commission re-adopted a decision in respect of the same case against the air cargo airlines, imposing a fine of EUR 74.8 million ($111.8 million) against SIA Cargo and SIA. SIA Cargo and SIA have filed an appeal to the European General Court seeking annulment of the re-adopted decision. In March 2022, the European General Court has issued its decision, dismissing the appeal by SIA Cargo and SIA. In June 2022, SIA Cargo and SIA filed an appeal to the European Court of Justice against the decision of the European General Court.

In January 2014, the Swiss Competition Commission announced a fine against SIA Cargo and SIA of CHF 1.7 million ($2.3 million) in respect of the air cargo issues. SIA Cargo and SIA have filed an appeal to the Swiss Federal Administrative Tribunal seeking annulment of the decision. In December 2022, the tribunal partially allowed the appeal, reducing the fine amount to CHF 1.4 million ($2.1 million). SIA filed an appeal to the Swiss Federal Supreme Court against the decision of the Swiss Federal Administrative Tribunal. In April 2025, SIA was notified that the court had partially allowed the appeal, reducing the fine amount to CHF 1.05 million ($1.6 million).

The proceedings by competition authorities in the United States, South Korea, South Africa, Australia and New Zealand were resolved in previous financial periods.

After the investigations commenced, civil damage lawsuits were filed in the United States, Canada, Australia, South Korea, England, the Netherlands, Norway and Germany by private parties against several airlines, including SIA Cargo and SIA. Other lawsuits have been threatened by customers of SIA Cargo or shippers that purportedly contracted with SIA Cargo's customers.

In November 2023 and February 2024, without admitting any liability, SIA Cargo and SIA entered into a settlement with two out of the three claimant groups in the civil damages claim filed in the Netherlands.

Without admitting any liabilities, SIA Cargo and SIA have settled the civil damages claims in the United States, Canada, Australia, South Korea, England and Germany, as the case may be, to resolve all liabilities of SIA Cargo and/or SIA as concerns such lawsuits filed in the relevant jurisdictions.

In addition, without admitting any liability, in 2012, 2013 and 2015, SIA Cargo reached settlements with certain customers to resolve all pending and potential future civil damage claims regarding the air cargo issues for those customers. The prior settlements have been reflected in SIA Group's financial statement in previous years. The individual terms of all such settlements are required to be kept confidential.

Apart from the civil damages claims in the United States, Canada, Australia, South Korea, England and Germany, the filed cases remain in their respective procedural stages and none have been tried thus far on their respective substantive legal merits.

Apart from the above, it is premature to make a provision in the financial statements for the other pending investigations, court proceedings, civil suits, or threatened claims as their respective outcomes are uncertain.

(ii) *Passengers: Civil Class Action*

SIA and several other airlines have been named in civil class action lawsuit in Canada alleging an unlawful agreement to fix surcharges and fares on transpacific flights. The case is currently in the procedural stage and has not been tried thus far on its substantive legal merits. As the lawsuit has neither been tried nor the alleged damages quantified, it is premature to make a provision in the financial statements.

Singapore Telecommunications Limited and its subsidiaries ("Singtel")

(i) Singtel is contingently liable for claims arising in the ordinary course of business and from certain tax assessments which are being contested, the outcome of which are not presently determinable. Singtel is vigorously defending all these claims.

(ii) In Australia, Singtel Optus Pty Limited ("Optus") reported a cyber attack in September 2022 which accessed certain customer personal information but did not impact the operation of Optus' systems or its telecommunications network or services. The cyber attack is the subject of an ongoing regulatory investigation where the outcome is not yet determinable. All other potential liabilities in relation to the cyber attack have been provided based on the best current estimates.

(iii) Bharti Airtel Limited ("Airtel"), a joint venture of Singtel, has disputes with various government authorities in the respective jurisdictions where its operations are based, as well as with third parties regarding certain transactions entered into in the ordinary course of business.

On 8 January 2013, Department of Telecommunications ("DOT"), issued a demand on Airtel Group for Rs. 52.01 billion ($816 million) towards levy of one-time spectrum charge, which was further revised on 27 June 2018 to Rs. 84.14 billion ($1.32 billion), excluding related interest. In the opinion of Airtel, the above demand amounts to alteration of the terms of the licences issued in the past. Airtel had filed a petition with Hon'ble High Court of Bombay, which has directed DOT not to take any coercive action until the next date of hearing. The matter is currently pending with the Hon'ble High Court of Bombay.

On 4 July 2019, the Telecom Disputes Settlement and Appellate Tribunal ("TDSAT") in a similar matter of another unrelated telecom service provider, passed an order providing partial relief and confirming the basis for the balance of the one-time spectrum charge. The said telecom service provider filed an appeal in the Hon'ble Supreme Court of India which was dismissed on 16 March 2020. With the ruling, Airtel Group assessed and provided Rs. 18.08 billion ($284 million) of principal demand as well as related interest. Notwithstanding this, Airtel Group intends to continue to pursue its legal remedies.

Other taxes, custom duties and demands under adjudication, appeal or disputes and related interest for some disputes as at 31 March 2025 amounted to approximately Rs. 172.7 billion ($2.71 billion). In respect of some of the tax issues, pending final decisions, Airtel had deposited amounts with statutory authorities.

(iv) Advanced Info Service Public Company Limited ("AIS"), a joint venture of Singtel, has various commercial disputes and significant litigations which are pending adjudication.

National Telecom Public Company Limited ("NT") has demanded that AIS pay the following:

(a) additional charges for porting of subscribers from 900MHz to 2100MHz network of THB 41.1 billion ($1.62 billion) plus interest. In September 2023, the Central Administrative Court ("CAC") supported the arbitration award which was in favour of AIS. In October 2023, NT appealed to the Supreme Administrative Court ("SAC").

(b) additional revenue share of THB 62.8 billion ($2.48 billion) arising from what NT claims to be an illegality of two amendments made to the Concession Agreement, namely, Amendment 6 (regarding reduction in prepaid revenue share rate) made in 2001 and Amendment 7 (regarding deduction of roaming expense from revenue share) made in 2002, which have resulted in lower revenue share. In January 2020, AIS received the award from the Arbitral Tribunal ("AT") to pay THB 31.1 billion ($1.23 billion) and 1.25% interest per month after 30 November 2015. In April 2020, AIS filed a motion to the CAC to set aside this award which was followed by NT's appeal to the CAC to increase the award to THB 62.8 billion ($2.48 billion). In July 2022, the CAC revoked the AT's resolution and AIS is not required to pay the additional revenue share of THB 62.8 billion ($2.48 billion). In August 2022, NT appealed to the SAC.

As at 31 March 2025, other claims against AIS and its subsidiaries which are pending adjudication amounted to THB 10.6 billion ($420 million).

The above claims have not included potential interest and penalty.

AIS believes that the above claims will be settled in favour of AIS and will have no material impact to its financial statements.

TJ Holdings (III) Pte. Ltd. and its subsidiaries ("TJ (III)")

Certain subsidiaries of TJ (III) in China, whose principal activities are trading of development properties and in their ordinary course of business, would act as guarantors for bank loans taken by buyers to finance purchases of residential properties developed by these subsidiaries. As at balance sheet date, the outstanding notional amount of the guarantees amounted to $173 million (2024: $254 million; 2023: $424 million).

Element Materials Technology Group Limited and its subsidiaries ("Element Group")

Element Materials Technology Group Limited is held through EM Topco Limited, a subsidiary of Tembusu Capital Pte. Ltd.

Element Group is involved in claims and reviews in relation to historic services provided by businesses acquired by a subsidiary group's acquisition in 2017. Element Group has provided for its best estimate of amounts expected to be paid in relation to those matters that can be reliably measured.

In addition, an investigation is ongoing into historic advisory services provided by a subsidiary group. No decisions are expected until the end of 2026, and the impact on Element Group will not be known before such decisions are made at the end of the investigation.

For all claims, reviews and investigations where it is not possible, at this time, to reliably measure any further cash outflows, Element Group has contingent liabilities, in relation to probable or possible outflows of cash. The timing of such outflows cannot be determined as Element Group is not yet in receipt of all the relevant information.

Seatrium Limited and its subsidiaries ("Seatrium")

Liabilities that were contingent as at 31 March 2023 and were subsequently recorded as provisions during the years ended 31 March 2024 and 2025

(i) Settlement with Brazilian Attorney-General's Office and Attorney-General's Chambers (as the office of the Public Prosecutor in Singapore)

In February 2024, Seatrium, an associate of the Group, reached in-principle settlement agreements with the Brazilian authorities in relation to the Car Wash investigations where Seatrium agreed in principle to a settlement payment totalling R$671 million ($182 million).

The in-principle settlement agreements are subject to certain approval processes in Brazil.

In March 2024, Seatrium agreed to enter into a deferred prosecution agreement (the "DPA") with the Singaporean authorities. Seatrium agreed to pay a penalty of US$110 million where up to a maximum of US$53 million of the payments to the Brazilian authorities will be credited, resulting in a final amount of US$57 million ($77 million).

The DPA remains subject to the Attorney General's Chamber's agreement and approval of the General Division of the High Court in Singapore.

In the previous financial year, Seatrium made provisions of $182 million and $77 million for the Brazilian in-principle settlement and the financial penalty to the Singapore authorities respectively; and decided to maintain the same level of provisions in the current financial year after considered movements in inflation rates and currency rates between Singapore dollar and Brazilian real and other expenses.

In June 2024, the Monetary of Authority of Singapore and the Commercial Affairs Department informed that they are conducting a joint investigation into offences potentially committed by the former Sembcorp Marine Ltd ("SCM") and/or its officers in connection with Operation Car Wash.

Seatrium continues to assist in the investigations and will make appropriate announcements in the event of any material developments. No further provision was made during the financial year as there were no material developments.

(ii) Corporate claims

Pursuant to the merger of the businesses of SCM and Keppel Offshore & Marine Ltd in February 2023, the parties had agreed that for a period of up to 24 months from the completion of the merger, SCM would indemnify Keppel Ltd ("KL") for claims against SCM in respect of SCM's discussions with the Brazilian Authorities on the Car Wash investigations, subject to certain minimum and maximum amounts. Accordingly, Seatrium made a provision of $82 million for the indemnity in the previous financial year and made an announcement explaining this provision on 26 February 2024.

The agreements with the Brazilian authorities were expected to be finalised and signed within a period of 3 months from the 26 February 2024 announcement and in any event, by the end of the current financial year. However, based on various reasons beyond Seatrium's control, there has been delay despite Seatrium's efforts to have the agreements finalised.

As there were no binding and legally enforceable agreements signed with the Brazilian authorities before the expiry of KL's indemnity on 28 February 2025, Seatrium has reversed the legal provision of $82 million.

During the financial year, KL issued a notice of claim pursuant to the indemnity as described above. Seatrium is contesting the claim of $82 million and shall therefore treat the claim as a contingent liability.

38. Fair values

Fair value is defined as the price at which an orderly transaction to sell an asset or to transfer a liability would take place between market participants at the measurement date. Fair values have been determined for measurement and/or disclosure purposes and have been obtained from quoted market prices and valuation methods in accordance with IFRS, including discounted cash flow models, counterparties' valuations or option pricing models as appropriate.

The carrying values of the financial assets and liabilities approximate their fair values, unless disclosed separately in the respective notes to the financial statements.

Fair value hierarchy

The Group classifies fair value measurement using a fair value hierarchy that reflects the significance of the inputs used in making the measurements.

The fair value hierarchy has the following levels:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities.

- Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

- Level 3: Inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Fair value hierarchies of various assets and liabilities are disclosed in their respective notes:

(i) Biological assets (note 12);

(ii) Financial assets (note 17);

(iii) Derivative financial instruments (note 18);

(iv) Investment properties (note 19);

(v) Inventories (note 22); and

(vi) Borrowings (note 29).

39. Financial risk management of financial assets and liabilities

Financial assets comprise investments in equity and debt securities, other non-current assets, trade and other receivables, cash and cash equivalents and derivative financial assets. Financial liabilities comprise trade and other payables, borrowings, other non-current liabilities and derivative financial liabilities.

Carrying amounts of financial instruments by categories:

	2025 $million	2024 $million	2023 $million
Financial assets:			
- At FVTPL	229,638	196,249	189,464
- At amortised cost	2,761	4,141	1,700
- Debt instruments at FVOCI	5	115	6
- Equity instruments at FVOCI	4,019	3,011	2,976
- Receivables and others	102,304	112,076	109,539
Derivative financial instruments (net)	(1,029)	1,655	4,769
Financial liabilities:			
- Borrowings	(169,597)	(161,005)	(162,396)
- Trade and other payables	(46,246)	(46,344)	(47,590)
- Other non-current liabilities	(4,983)	(4,691)	(4,959)

(a) Financial risk management objectives and policies of Temasek Holdings (Private) Limited ("THPL")

THPL is an investment company that owns and manages its assets based on commercial principles. THPL does not issue any financial guarantees for its portfolio companies' obligations.

Portfolio companies are guided and managed by their respective boards and management. THPL does not direct the commercial and operational decisions of these portfolio companies and holds their respective boards accountable for the capital and risk management processes and financial performance of their companies. Financial risk management of these portfolio companies is managed by their management teams and supervised by their respective board of directors.

Disclosures of financial risk management of financial assets and liabilities relating to certain operating subsidiaries which contributed significantly to the consolidated financial assets and liabilities are set out in note 39(d). These disclosures are extracted from the financial risk management section of the respective operating subsidiaries' financial statements.

The disclosures in the following sections up to note 39(c) relate to risk management objectives and policies of THPL and its Investment Holding Companies (as defined in the following paragraph), together known as "Temasek".

Investment Holding Companies ("IHCs") are defined as THPL's direct and indirect wholly-owned subsidiaries, whose boards of directors or equivalent governing bodies comprise employees or nominees of (1) THPL, (2) Temasek Pte. Ltd., a wholly-owned subsidiary of THPL, and/or (3) wholly-owned subsidiaries of Temasek Pte. Ltd.

The principal activities of THPL and its IHCs are that of investment holding, financing and/or the provision of investment advisory and consultancy services.

THPL Board determines the objectives and overall direction for its risk management framework and functions.

Temasek has a Risk and Sustainability Committee ("RSC") to enhance focus on opportunities and risks arising from sustainability trends, including climate change, and other financial, reputational, operational and cyber risks.

The RSC supports the Board in its oversight responsibilities by reviewing, among other things, Temasek's portfolio risk appetite and profile, material Environmental, Social and Governance ("ESG") matters, risk management and sustainability frameworks and policies, as well as key public statements relating to risk, sustainability and ESG.

Under the Board's guidance, the Chief Executive Officer and Senior Management team promote a culture of risk awareness and balanced risk-taking.

Enterprise risks, including the management of financial risks, are factored into the day to day decision making of Temasek on investments, divestments, company policies and processes. These decisions are taken under the supervision of the Chief Executive Officer and Senior Management team.

Temasek's established approval authorities, company policies and standard operating procedures continue to drive its end-to-end process controls. These procedures also cover Temasek's reporting requirements to the Board, Board Committees and Senior Management to apprise them of the relevant risk issues.

Not all risk considerations can be measured in quantitative terms, especially when such measurements are not available or impractical to compute. The methodology applied in the financial year, is fundamentally similar to that of previous years.

(b) Financial risk profile of Temasek's portfolio

THPL's portfolio comprises mainly equities. As at 31 March 2025, THPL's net portfolio value of $434 billion (2024: $389 billion; 2023: $382 billion):

(i) refers to the sum of (1) the market value of investments in publicly-listed securities as at such specified date and (2) the fair value of investments in unlisted securities, in each case held directly by THPL or indirectly through an IHC, whether such holding is for the short term or the long term; and

(ii) takes into account the net amount of other assets and liabilities of THPL and its IHCs.

In respect of note 39(b)(i)(2), the fair value of investments in unlisted financial assets is based on valuation methods in accordance with IFRS, and the fair value of investments in unlisted subsidiaries, associates and joint ventures is based on the sum of (1) the proportionate share of the shareholders' equity as set out in the financial statements of the relevant portfolio companies as at their respective financial year ends or latest available financial statements and (2) any premium paid, net of any subsequent impairment. In the case of unlisted subsidiaries, associates and joint ventures that hold substantially investments in publicly-listed securities, the fair value of investments in such unlisted subsidiaries, associates and joint ventures will take into account the market value of the underlying publicly-listed securities which they hold.

The above valuation policy has been approved by the Audit Committee.

Financial risks comprise mainly market risk, liquidity risk and credit risk. Market risks include equity price risk, foreign currency risk and interest rate risk.

As Temasek's portfolio comprises mostly equities, market risk exposure of Temasek's portfolio arises mainly from changes in equity prices, and such risk exposure is reflected in marked-to-market ("MTM") changes of the portfolio, including foreign exchange rate movements of the portfolio. More details are provided in note 39(c)(i).

Temasek has the flexibility to adopt a long-term view on its investments and is overall lightly geared. As such, while its portfolio is exposed to share price movements, Temasek does not necessarily have to liquidate its holdings in response to short-term fluctuations in the markets to meet its ongoing obligations. With relatively low gearing, interest rate risk exposure due to debt repricing is relatively low. More details are provided in notes 39(c)(i) and (iii).

(c) Financial risk management processes and exposures

(i) Market risk

As a long term investor, Temasek assesses market risk based on the risk of a potential sustained loss of the overall portfolio value. We assess the sustained impact of multiple risk scenarios on the intrinsic value of our investments. The aggregate of these changes provides an estimate of the portfolio level variation in present value, future cash flows, and income in each scenario. The portfolio is managed taking into account the risk of such potential sustained loss and not short-term MTM changes. These risk measures are reported to Temasek's Senior Management and its Board of Directors.

However, no single risk measure can capture all aspects of market risk in Temasek's portfolio. For a sense of the range of possible returns, Temasek uses Monte Carlo simulation to gauge the 12-month expected distribution of portfolio returns. The simulation is calibrated based on the assumption that the recent 3-year history, with most weight assigned to the most recent 6 months, would be indicative of market behaviour over the next 12 months.

For the current portfolio mix, the simulation shows a 5-in-6 chance that the 1-year forward portfolio return may range from -10% to +18% (2024: -10% to +15%; 2023: -14% to +25%).

(ii) Foreign currency risk

Foreign currency risk exposures comprise mainly transactional and translational foreign currency risks. Transactional foreign currency risk refers to cash flow related risk arising from Temasek's foreign currency denominated investments (including cash), liabilities and related cash flows. Translational foreign currency risk refers to the exchange rate impact on the balance sheet when translating Temasek's foreign currency portfolio into its Singapore Dollar functional currency.

In general, it is Temasek's policy not to take speculative positions in currencies with a view to making trading gains from currency movements. Where currency exposures arise naturally in the course of Temasek's business of investing and divesting in foreign currency denominated assets or international businesses, Temasek considers the economic merits of hedging some of its foreign currency exposures using a range of instruments available in the market including spot and forward foreign currency contracts, foreign currency cash reserves, foreign currency liabilities and other foreign currency derivatives.

Transactional foreign currency exposures

Temasek's transactional foreign currency risk arises from its foreign currency denominated investments and liabilities and related cash flows, including divestment cash flows, dividend receipts and operating expenses.

Translational foreign currency exposures

The translational foreign currency exposures of Temasek arise mainly from its investments in portfolio companies. The value of these investments when translated back to its Singapore dollar functional currency, is subject to volatility in foreign exchange movements.

Due to what might be long investment holding periods, the cost of hedging such balance sheet exposures can be high. As such, Temasek generally opts to take a long term view and selectively enters into currency hedges, taking into account a variety of factors such as whether there is an expected divestment, overall currency exposures, cost of hedging, and the in-house view across various currencies.

For the majority of investments, the foreign currency risk is embedded in the projected risk-adjusted return calculation. Temasek may also borrow in foreign currencies within its approved debt issuance limit which can, depending on the currency, provide a partial natural hedge against the translational foreign currency exposure of its portfolio.

The Monte Carlo simulation shows a 1-in-6 chance that standalone losses from foreign exchange movements may exceed 2.0% (2024: 1.5%; 2023: 1.9%) of our portfolio value before contribution or offset from other non-foreign exchange price movements.

(iii) Interest rate risk

Exposure to interest rate risk relates primarily to interest bearing assets and liabilities. Temasek's interest rate risk is selectively managed via interest rate swaps and cross currency interest rate swaps. The Monte Carlo simulation shows a 1-in-6 chance that standalone losses from interest rate movements may exceed 0.3% (2024: 0.3%; 2023: 0.4%) of our portfolio value before contribution or offset from other non-interest rates price movements.

(iv) Counterparty credit risk

Temasek has a counterparty credit risk management framework in place and the exposure to counterparty credit risk is monitored on an ongoing basis.

Counterparty credit risk arises mainly from the following activities:

- placement of cash and fixed deposits;
- MTM gains from financial (e.g. derivative) transactions before settlement of the trades;
- non-simultaneous transfer of payment and receipt currencies and/or securities when settling trades; and
- placement of financial assets in custody of custodians.

The credit exposures arising from the placement of cash and fixed deposits, non-simultaneous transfer of payment and receipt currencies and/or securities when settling trades and placement of financial assets in custody of custodians are the gross market value of the cash or asset transacted. The credit exposure from MTM gains from financial transactions before settlement of the trades is estimated at the gross positive MTM, or net position MTM if legal netting arrangements are in place.

Limits on credit exposure are determined for each counterparty and where appropriate, Temasek seeks to reduce its counterparty exposures by having in place legally enforceable netting agreements and collateral arrangements. Regular review of approved counterparties is also carried out.

(v) Liquidity risk

Temasek's liquidity needs are mainly due to investment activity, operational expenses, debt servicing obligations and dividends paid to its shareholder. Temasek is overall lightly geared and a significant part of the investment portfolio comprises tradeable securities. Liquidity risk is not considered to be significant though timing differences can arise.

Temasek manages its liquidity risk through a combination of cash forecasting, cash holdings and access to credit facilities and borrowings, both short and long term. Surplus funds may be invested in short-term fixed deposits, government securities, repurchase transactions, money market and fixed income funds and other liquid securities that can be readily convertible to cash if required.

(d) Financial risk management objectives and policies of operating subsidiaries managed by their respective management

THPL does not direct the commercial and operational decisions of its portfolio companies, but holds their respective boards accountable for the capital and risk management processes and financial performance of their companies. Financial risk management of these portfolio companies is managed by their management teams and supervised by their respective board of directors.

The following disclosures on financial risk management of financial assets and liabilities relating to those operating subsidiaries which contributed significantly to the consolidated financial assets and liabilities are extracted from their respective financial statements:

(i) Olam Group Limited and its subsidiaries
(ii) Singapore Airlines Limited and its subsidiaries
(iii) Singapore Telecommunications Limited and its subsidiaries
(iv) TJ Holdings (III) Pte. Ltd. and its subsidiaries

Olam Group Limited and its subsidiaries ("Olam")

Olam is exposed to financial risks from its operations and the use of financial instruments. Olam's board of directors and Audit and Risk Committee review and agree on policies and procedures for the management of these risks, which are executed by the Chief Financial Officer and Head of Risk. Olam's Audit and Risk Committee provides independent oversight to the effectiveness of the risk management process.

Olam's principal financial instruments, other than derivative financial instruments, comprise bank loans, medium-term notes, term loans from banks, cash and bank balances, fixed deposits and bank overdrafts. The main purpose of these financial instruments is to finance Olam's operations. Olam has various other financial assets and liabilities such as trade receivables and trade payables, which arise directly from its operations.

Olam also enters into derivative transactions, including forward currency contracts, commodity futures, commodity options, over-the-counter ('OTC') structured products, foreign currency and interest rate swap contracts. The purpose is to manage the commodity price risk, foreign currency risk and interest rate risk arising from Olam's operations and its sources of financing.

There has been no change to Olam's exposure to these financial risks or the manner in which it manages and measures the risks.

The main risks arising from Olam's financial instruments are commodity price risk, credit risk, foreign currency risk, liquidity risk and interest rate risk. Olam's board of directors reviews and agrees on the policies for managing each of these risks and they are summarised below:

(a) Commodity price risk

Commodities traded by Olam are subject to fluctuations due to a number of factors that result in price risk. Olam purchases and sells various derivative products, primarily exchange traded futures and options with the purpose of managing market exposure to adverse price movements in these commodities. Olam has established policies and exposure limits that restrict the amount of unhedged fixed price physical positions in each commodity.

Olam also enters into commodity derivatives for trading purposes. Olam's trading market risk appetite is determined by Olam's board of directors, with detailed exposure limits recommended by Olam's executive risk committee and approved by Olam's Audit and Risk Committee.

At balance sheet date, if the commodities price index increased by 1.0% with all other variables held constant, Olam's profit net of tax would have increased by $33 million (2024: increased by $38 million; 2023: decreased by $17 million) given its net long (2024: long; 2023: short) commodity positions, arising as a result of fair value on Olam's commodity futures, options contracts, physical sales and purchases commitments as well as the inventory held at balance sheet date.

(b) Credit risk

Credit risk is limited to the risk arising from the inability of a customer to make payment when due. It is Olam's policy to provide credit terms only to creditworthy customers. These debts are continually monitored and therefore, Olam does not expect to incur material credit losses.

For computation of impairment losses on financial assets, Olam uses a provision matrix as presented below:

Balance Sheet	**Expected credit loss**
Loan to associate	Expected credit losses is calculated by considering the historical default experience and the financial position of the counterparties and various external sources of actual and forecast economic information, as appropriate, in estimating the probability of default of each of these financial assets occurring within their respective loss assessment time horizon, as well as the loss upon default in each case.
Amount due from subsidiary companies	
Trade receivables	
Other current assets – sundry receivables, export incentives and subsidies receivable, deposits, staff advances and insurance receivables	

The carrying amounts of trade receivables, other non-current and current assets, margin accounts with brokers, cash and short-term deposits payments, including derivatives with positive fair value, represent Olam's maximum exposure to credit risk. No other financial assets carry a significant exposure to credit risk. Cash and bank balances and deposits are placed with reputable banks.

Credit risk concentration profile

Olam determines concentrations of credit risk by monitoring the operating segment profile of its trade receivables on an ongoing basis.

Olam has no significant concentration of credit risk with any single customer.

(c) Foreign currency risk

Olam trades its products globally and, as a result, is exposed to movements in foreign currency exchange rates. The primary purpose of Olam's foreign currency hedging activities is to protect against the volatility associated with foreign currency purchases and sales of raw materials and other assets and liabilities created in the normal course of business. Olam primarily utilises foreign currency forward exchange contracts and cross-currency interest rate swaps to hedge firm commitments.

Olam has transactional currency exposures arising from sales or purchases that are denominated in a currency other than the respective functional currencies of Olam's entities. The foreign currencies in which these transactions are denominated are mainly Singapore Dollar (SGD), Great Britain Pounds (GBP), United States Dollar (USD), Australian Dollar (AUD), Euro (EUR) and Japanese Yen (YEN).

The following table demonstrates the sensitivity of Olam's profit net of tax and equity to a reasonably possible change in the SGD, GBP, USD, AUD, EUR and YEN exchange rates, with all other variables held constant.

	Profit net of tax $million Increase/ (decrease)	**Equity $million** Increase/ (decrease)
2025		
SGD – strengthened 0.5%	-	3
GBP – strengthened 0.5%	(20)	-
USD – strengthened 0.5%	(2)	1
AUD – strengthened 0.5%	2	-
EUR – strengthened 0.5%	(1)	(1)
YEN – strengthened 0.5%	(5)	-
2024		
SGD – strengthened 0.5%	1	3
GBP – strengthened 0.5%	(14)	-
USD – strengthened 0.5%	1	-
AUD – strengthened 0.5%	4	-
EUR – strengthened 0.5%	-	(1)
YEN – strengthened 0.5%	(3)	-
2023		
SGD – strengthened 0.5%	1	3
GBP – strengthened 0.5%	(4)	-
USD – strengthened 0.5%	1	-
AUD – strengthened 0.5%	6	-
EUR – strengthened 0.5%	(8)	(1)
YEN – strengthened 0.5%	(3)	-

(d) Liquidity risk

Liquidity risk is the risk that Olam will encounter difficulty in meeting financial obligations associated with its financial liabilities or due to shortage of funds.

To ensure continuity of funding, Olam primarily uses short-term bank facilities that are transaction-linked and self-liquidating in nature. Olam also has a multicurrency medium-term notes programme, as well as term loans from banks, to fund its ongoing working capital requirement and growth needs.

(e) Interest rate risk

Olam's exposure to market risk for changes in interest rates relates primarily to its floating rate borrowings. Interest rate risk is managed on an ongoing basis such as hedging the risk through interest rate derivatives with the primary objective of limiting the extent to which net interest exposure could be affected by adverse movements in interest rates.

At the balance sheet date, if interest rates had moved by 25 basis points with all other variables held constant, Olam's profit net of tax would have changed inversely by $31 million (2024: $35 million; 2023: $31 million).

(f) Derivative financial instruments and hedge accounting

Derivative financial instruments are used to manage Olam's exposure to risks associated with foreign currency and commodity price. Certain derivatives are also used for trading purposes. Olam has master netting arrangements with certain dealers and brokers to settle the net amount due to or from each other.

As at balance sheet date, the settlement dates on open commodity derivatives ranged between 1 and 33 months (2024 and 2023: 1 and 29 months) and foreign exchange derivatives ranged between 1 and 115 months (2024: 1 and 117 months; 2023: 1 and 38 months). As at balance sheet date, the settlement dates for cross-currency interest rate swaps are expected to occur within 74 months (2024: 55 months; 2023: 1 and 59 months).

Olam applies hedge accounting in accordance with IFRS 9 for certain hedging relationships which qualify for hedge accounting. The effects of applying hedge accounting for expected future sales and purchases on Olam's balance sheet and income statement are as follows:

		2025		2024		2023	
	Financial statement line item	**Assets $million**	**Liabilities $million**	**Assets $million**	**Liabilities $million**	**Assets $million**	**Liabilities $million**
Fair value hedge – Commodity contracts							
Hedged item:							
Inventories	Inventories	6,799	-	2,432	-	1,895	-
Sales and purchase contracts	Derivative financial instruments	338	-	244	-	128	-
Hedging instruments:							
Commodity contracts	Derivative financial instruments	-	(1,885)	*	(227)	-	(20)
Cash flow hedge – Foreign exchange contracts							
Hedged item:							
Forecasted transactions denominated in foreign currency	Fair value adjustment reserves	136	(839)	756	-	773	-
Hedging instruments:							
Foreign exchange contracts	Derivative financial instruments	9	(19)	4	(8)	14	(13)
Cash flow hedge – Cross-currency interest rate swap contracts							
Hedged item:							
Forecasted transactions denominated in foreign currency	Fair value adjustment reserves	63	-	-	-	-	-
Hedging instruments:							
Foreign exchange contracts	Derivative financial instruments	-	(71)	-	-	-	-
Cash flow hedge – Interest rate swap							
Hedged item:							
Forecasted transactions denominated in foreign currency	Fair value adjustment reserves	-	*	-	*	1	-
Hedging instruments:							
Interest rate swaps	Derivative financial instruments	-	*	*	*	1	*

* *Less than $1 million*

Fair value hedge – Commodity contracts

Olam is exposed to price risk on the purchase side due to increase in commodity prices, on the sales side and inventory held to decrease in commodity prices. Therefore, Olam applies fair value hedge accounting to hedge its commodity prices embedded in its inventories, sales and purchase contracts and uses commodity derivatives to manage its exposure. Olam determines its hedge effectiveness based on the volume of both hedged item and hedging instruments.

For the relevant commodity derivatives used for above hedge accounting purposes, the forecasted transactions are expected to occur within 1 to 33 months (2024: 1 to 31 months; 2023: 1 to 29 months). These commodity derivatives held for hedge accounting are used to hedge the commodity price risk related to inventories, sales and purchases contracts. The fair value adjustments included in the carrying amount of the inventories as of balance sheet date amounts to $3,319 million (2024: $670 million; 2023: $410 million).

Cash flow hedge – Foreign exchange contracts

For the relevant foreign exchange derivatives used for the above hedge accounting purposes, the forecasted transactions are expected to occur within 18 months (2024: 31 months; 2023: 24 months). The fair value of these derivatives recorded in other comprehensive income are reclassified through the income statement upon occurrence of the forecasted transactions and this amounts to $33 million (2024: $9 million; 2023: $30 million) for the year. The net hedging loss recognised in other comprehensive income in relation to such transactions amounts to $10 million (2024: net hedging loss of $5 million; 2023: net hedging gain of $2 million) in the year.

Cash flow hedge – Cross-currency interest rate swaps

Olam entered into cross-currency swap contracts in order to hedge the currency and interest rate exposures of two JPY and one RMB term loans draw down by Olam. The hedge on the interest exposure linked to future interest payments on these term loans is booked at fair value through other comprehensive income as a cash flow hedge.

Gains or losses on the revaluation of the term loans at closing rate are transferred to other comprehensive income to offset any gains or losses on cross-currency swap contracts. The critical terms of these swap contracts and their corresponding hedged items are matched, and Olam expects a highly effective hedging relationship with the swap contracts and the value of the corresponding hedged items to change systematically in opposite direction in response to movements in the underlying interest rate and exchange rates.

Cash flow hedge – interest rate swaps

Olam entered into interest rate swap contracts to hedge against fluctuation in the international rates (EURIBOR or SOFR) on the floating rate exposure of its Structured Letter of Credit (“SLC”) and bank loans. All interest rate derivative financial instruments are in a cash flow hedge relationship resulting in changes in fair value are recognised in other comprehensive income. As at balance sheet date, these hedges were effective until 2025 (2024: until 2024; 2023: until 2025) with 3-months SOFR (2024: 3-months EURIBOR/SOFR; 2023: 3-months EURIBOR or SOFR or LIBOR) rate of 4.63% (2024: rate ranging from 5.3% to 5.4%; 2023: rate ranging from 0.6% to 4.5%) per year.

Singapore Airlines Limited and its subsidiaries ("SIA")

SIA operates globally and generates revenue in various currencies. SIA's airline operations carry certain financial and commodity risks, including the effects of changes in jet fuel prices, foreign currency exchange rates, interest rates and the market value of its investments. SIA's overall risk management approach is to moderate the effects of such volatility on its financial performance through the use of derivatives to hedge specific exposures.

As derivatives are used for the purpose of risk management, they do not expose SIA to market risk because gains and losses on the derivatives offset losses and gains on the matching asset, liability, revenues or expenses being hedged. Moreover, counterparty credit risk is generally restricted to any hedging gain from time to time, and not the principal amount hedged. Therefore, the possibility of a material loss arising in the event of non-performance by a counterparty is considered to be unlikely.

Financial risk management policies are periodically reviewed and approved by SIA's Board Executive Committee ("BEC").

(a) Jet fuel price risk

SIA's earnings are affected by changes in the price of jet fuel. SIA's strategy for managing the risk on fuel price, as defined by the BEC, aims to provide SIA with protection against sudden and significant increases in jet fuel prices. In meeting these objectives, the fuel risk management programme allows for the judicious use of approved instruments such as swaps, options and collars with approved counterparties and within approved credit limits to hedge approved range of anticipated jet fuel purchases over a specified time frame.

Cash flow hedges

SIA manages this fuel price risk by using jet fuel swap, ICE Brent swap and Brent-MOPS crack swap contracts.

SIA has applied cash flow hedge accounting to the derivatives which are considered to be highly effective hedging instruments. A net fair value loss before tax of $70.9 million (2024: net fair value gain before tax of $166.0 million; 2023: net fair value gain before tax of $203.1 million), with a related deferred tax credit of $12.1 million (2024: deferred tax expense of $28.2 million; 2023: deferred tax expense of $34.6 million), was included in the fair value reserve in respect of these contracts.

Following the outbreak of the Covid-19 pandemic, there was a significant reduction in SIA's capacity and hence fuel consumption, compared to prior planned flight schedules. Where the occurrences of these forecasted jet fuel purchases are no longer highly probable, hedge accounting has been discontinued. All discontinued hedges have matured during the year and no gain (2024: gain of $57.3 million; 2023: gain of $140.6 million) previously recognised in income statement remained in the fair value reserve as at 31 March 2025.

The table below sets out the movements for fuel hedges:

	2025 $million	2024 $million	2023 $million
Change in fair value of hedging instrument	(181.8)	353.7	(159.9)
Change in fair value of hedged item	182.1	(354.4)	158.5

As at 31 March 2025, SIA had entered into Brent and MOPS hedges with maturities extending up to the fourth quarter of FY2029/30 (2024: second quarter of FY2025/26; 2023: second quarter of FY2024/25) that cover up to approximately 12.7% (2024: 27%; 2023: 35%) of SIA's projected annual fuel consumption, at an average prices ranging from USD68 to USD91 per barrel (2024: USD75 to USD93; 2023: USD60 to USD94). All the remaining sell swaps have matured in the fourth quarter of FY2024/25.

Jet fuel price sensitivity analysis

The jet fuel price risk sensitivity analysis is based on the assumption that all other factors, such as fuel surcharge and uplifted fuel volume, remain constant. Under this assumption, and excluding the effects of hedging, an increase in price of one USD per barrel of jet fuel affects SIA's annual fuel costs by $54.3 million (2024: $50.1 million; 2023: $42.7 million).

The fuel hedging sensitivity analysis is based on contracts that are outstanding as at the end of the reporting period and assumes that all jet fuel, Brent and crack hedges are highly effective. Under these assumptions, an increase or decrease in jet fuel prices, each by one USD per barrel, will have the before tax effects as set out in the table below.

Sensitivity analysis on outstanding fuel derivative contracts:

	2025 Effect on equity $million	2024 Effect on equity $million	2023 Effect on equity $million
Increase in one USD per barrel	37.1	15.8	22.2
Decrease in one USD per barrel	(37.1)	(15.8)	(22.2)

(b) Foreign currency risk

SIA is exposed to the effects of foreign exchange rate fluctuations because of its foreign currency denominated operating revenues and expenses. For the financial year ended 31 March 2025, these accounted for 67.6% of total revenue (2024: 66.8%; 2023: 68.1%) and 52.9% of total operating expenses (2024: 54.3%; 2023: 54.6%). SIA's largest exposures are from United States Dollar, Euro, UK Sterling Pound, Australian Dollar, New Zealand Dollar, Japanese Yen, Indian Rupee, Hong Kong Dollar, Chinese Yuan and Indonesian Rupiah. SIA generates a surplus in all of these currencies, with the exception of USD. The deficit in USD is attributable to capital expenditure, fuel costs and aircraft leasing costs – all conventionally denominated and payable in USD.

SIA manages its foreign exchange exposure by a policy of matching, as far as possible, receipts and payments in each individual currency. Surpluses of convertible currencies are sold, as soon as practicable, for USD or SGD. SIA also uses foreign currency forward and option contracts to hedge a portion of its future foreign exchange exposure. Such contracts provide SIA to sell currencies at predetermined forward rates, buying either USD or SGD depending on forecast requirements, with settlement dates up to 24 months. SIA uses cross currency swap contracts to hedge USD bond liability and its coupon payments into SGD. SIA uses these currency hedging contracts purely as a hedging tool. It does not take positions in currencies with a view to making speculative gains from currency movements. SIA also uses deposits in foreign currencies to hedge a portion of the forecast USD capital expenditure in the next 24 months.

Cash flow hedges

a) Net operating and other exposures

SIA held cash flow hedges to manage net operating exposures to foreign currencies. As at 31 March 2025, the carrying amounts of these hedges consisted of $43.2 million (2024: $31.1 million; 2023: $27.6 million) derivative assets and $16.9 million (2024: $14.4 million; 2023: $10.5 million) derivative liabilities for SIA. During the financial year, the amount reclassified from the cash flow hedge reserve to income statement (classified under “Other expenses”) is a gain of $14.6 million (2024: $12.7 million; 2023: $9.9 million). As at 31 March 2025, a net fair value gain of $2.3 million (2024: net fair value loss of $4.3 million; 2023: net fair value gain of $12.9 million), with $0.2 million deferred tax expense (2024: $0.6 million deferred tax credit; 2023: $1.9 million net deferred tax expense), was included in the fair value reserve with respect to these contracts.

	2025 $million	**2024 $million**	**2023 $million**
Change in fair value of hedging instrument	20.4	(2.0)	20.9
Change in fair value of hedged item	(20.4)	2.0	(20.9)

SIA also held cross currency swap contracts to hedge foreign currency risk of expected future JPY surpluses until November 2029. During the financial year, no ineffectiveness gain (2024: $0.1 million of ineffectiveness gain; 2023: Nil) has been recognised in the income statement. As at 31 March 2025, a net fair value gain of $44.1 million (2024: $47.3 million; 2023: $35.2 million) was included in the fair value reserve with respect to these contracts.

	2025 $million	**2024 $million**	**2023 $million**
Change in fair value of hedging instrument	(3.2)	12.2	11.4
Change in fair value of hedged item	3.2	(12.1)	(11.4)

As at 31 March 2025, SIA held EUR and JPY secured loans amounting to $1,413.6 million (2024: $955.3 million; 2023: $855.8 million) where the fixed repayments are hedged against SIA's EUR and JPY surpluses. During the financial year, the amount reclassified from the cash flow hedge reserve to income statement (classified under "Other expenses") is a gain of $22.5 million (2024: $17.9 million; 2023: $18.1 million). A fair value gain of $69.0 million (2024: $81.5 million; 2023: $63.2 million) was included in the fair value reserve in respect of the above cash flow hedges as at 31 March 2025.

	2025 $million	2024 $million	2023 $million
Change in fair value of hedging instrument	10.0	36.2	58.5
Change in fair value of hedged item	(10.0)	(36.2)	(58.5)

b) Capital expenditure exposures

SIA designates cash flow hedges to manage the exposure to USD-denominated capital expenditure commitments and capital injections in an associated company.

As at 31 March 2025, SIA held USD2,068.7 million (2024: USD975.5 million; 2023: USD76.0 million) in deposits to hedge against foreign currency risk for a portion of the forecast USD capital expenditure and USD capital injections in an associated company.

As at 31 March 2025, a fair value gain of $7.2 million (2024: gain of $4.4 million; 2023: loss of $1.4 million) was included in the fair value reserve in respect of the above cash flow hedges.

The table below sets out the derivative positions and movements for these cash flow hedges:

	2025 $million	2024 $million	2023 $million
Hedged deposits	2,772.8	1,316.4	101.0

	2025 $million	2024 $million	2023 $million
Change in fair value of hedging instrument	(2.6)	5.6	2.0
Change in fair value of hedged item	2.6	(5.6)	(2.0)

For the financial years ended 31 March 2025, 31 March 2024 and 31 March 2023, there were no realised foreign currency hedging gain/(loss) reclassified to income statement as it had been capitalised in the carrying value of non-financial assets.

Fair value hedges

SIA entered into fair value hedges to manage the exposure to USD-denominated aircraft residual value. The residual values of aircraft are subject to foreign currency fluctuations and are remeasured to the prevailing exchange rates at the end of the reporting period. These underlying currency movements on aircraft are designated in a fair value hedge are included within "Property, plant and equipment" in the balance sheet. The hedging instrument is included within "Lease liabilities". The effective portion of changes in the fair value of both the hedged item and hedging instrument are offset within "Other expenses" and no ineffectiveness arose on fair value hedges during the year.

	2025 $million	2024 $million	2023 $million
USD aircraft residual values	1,870.2	1,718.8	1,550.3
USD lease liabilities	(1,870.2)	(1,718.8)	(1,550.3)

	2025 $million	2024 $million	2023 $million
Change in fair value of hedging instrument	9.7	(23.7)	28.0
Change in fair value of hedged item	(9.7)	23.7	(28.0)

Foreign currency sensitivity analysis

The foreign currency risk sensitivity analysis is based on the assumption that all cash flow hedges are highly effective; hence, there will be no impact on profit before taxation from cash flow hedges.

The following table details the sensitivity of a 1% strengthening of SGD against the respective foreign currencies. The sensitivity analysis includes only outstanding foreign currency hedging contracts and significant outstanding foreign currency denominated monetary items and adjusts their translation at the period end for a 1% change in foreign currency rates.

	2025		2024		2023	
	Effect on equity [R1] $million	Effect on profit before taxation [R2] $million	Effect on equity [R1] $million	Effect on profit before taxation [R2] $million	Effect on equity [R1] $million	Effect on profit before taxation [R2] $million
AUD	5.1	(0.1)	3.3	(0.6)	2.2	(0.2)
EUR	7.2	(0.6)	8.8	6.8	9.5	7.3
GBP	3.4	(0.8)	2.4	(0.4)	2.6	(0.6)
JPY	10.9	-	3.4	4.2	3.8	2.1
CNY	4.7	0.2	4.2	0.3	2.3	(0.2)
USD	(55.3)	30.1	(26.7)	(1.6)	(17.6)	(17.2)

[R1] Sensitivity analysis on outstanding foreign currency hedging contracts and fuel hedging contracts denominated in foreign currency.

[R2] Sensitivity analysis on significant outstanding foreign currency denominated monetary items and outstanding foreign currency and fuel derivative contracts denominated in foreign currency.

If the relevant foreign currency strengthens by 1% against SGD, equity and profit before taxation would change by the same amounts in the opposite direction.

(c) Interest rate risk

SIA's earnings are also affected by changes in interest rates due to the impact such changes have on interest income and expense from short-term deposits and other interest-bearing financial assets and liabilities. SIA enters into interest rate swap contracts to manage interest rate costs on its financial assets and liabilities, with the prior approval of the BEC or Boards of subsidiary companies of SIA.

Cash flow hedges

SIA enters into interest rate swap contracts to hedge the interest rate exposure on underlying loans. As at 31 March 2025, the total nominal amount of these cash flow hedges was $2,775.1 million (2024: $3,293.0 million; 2023: $3,840.5 million) with a hedged rate range of 0.34% to 2.92% (2024 and 2023: 0.34% to 2.92%).

The terms of the interest rate swap contracts have been negotiated to match the terms of the loans and, accordingly, the fair value hedges are assessed to be highly effective. As at 31 March 2025, a net fair value gain of $100.5 million (2024: $210.9 million; 2023: $269.9 million) with related deferred tax expense of $17.1 million (2024: $35.7 million; 2023: $45.7 million) was included in the fair value reserve in respect of these contracts.

	2025 $million	**2024 $million**	**2023 $million**
Change in fair value of hedging instrument	(21.1)	37.3	118.9
Change in fair value of hedged item	21.1	(37.3)	(118.9)

Interest rate sensitivity analysis

The interest rate sensitivity analysis is based on the following assumptions:

- Changes in market interest rates affect the interest income or finance charges of variable interest financial instruments.

- Changes in market interest rates affect the fair value of derivative financial instruments designated as hedging instruments and all interest rate hedges are expected to be highly effective.

- Changes in the fair values of derivative financial instruments and other financial assets and liabilities are estimated by discounting the future cash flows to net present values using appropriate market rates prevailing at the end of the reporting period.

Under these assumptions, an increase or decrease in market interest rates of 10 basis points for all currencies in which SIA has derivative financial instruments and variable rate assets and liabilities at the balance sheet date will have the effects as set out in the table below.

Sensitivity analysis:

	2025		2024		2023	
	Effect on equity [R1] $million	Effect on profit before taxation [R2] $million	Effect on equity [R1] $million	Effect on profit before taxation [R2] $million	Effect on equity [R1] $million	Effect on profit before taxation [R2] $million
Increase in 10 basis points in market interest rates	6.7	8.7	9.1	11.7	12.0	16.7
Decrease in 10 basis points in market interest rates	(6.7)	(8.7)	(9.1)	(11.7)	(12.0)	(16.7)

[R1] Sensitivity analysis on derivative financial instruments.
[R2] Sensitivity analysis on variable rate assets and liabilities

(d) Market rate risk

At 31 March 2025, SIA owns investments of $559.2 million (2024: $558.6 million; 2023: $443.3 million), out of which $95.8 million (2024: $94.1 million; 2023: $91.2 million) is subject to market risk, being the potential loss resulting from a decrease in market prices.

Market price sensitivity analysis

If prices for these investments increase or decrease by 1% with all other variables being held constant, the before tax effects on equity and effects on profit before taxation are set out in the table below.

Sensitivity analysis on investments:

	2025		2024		2023	
	Effect on equity $million	Effect on profit before taxation $million	Effect on equity $million	Effect on profit before taxation $million	Effect on equity $million	Effect on profit before taxation $million
Increase in 1% of quoted prices	-	0.9	-	0.9	-	0.9
Decrease in 1% of quoted prices	-	(0.9)	-	(0.9)	-	(0.9)

(e) Liquidity risk

At 31 March 2025, SIA had at its disposal, cash and short-term deposits amounting to $8,257.1 million (2024: $11,268.8 million; 2023: $16,327.6 million). In addition, SIA had committed unsecured credit facilities of about $3,340.4 million (2024: $2,910.0 million; 2023: $2,172.8 million) available for utilisation as at 31 March 2025. SIA also has a Medium Term Note Programme and Medium Term Bond Programme under which it may issue notes up to $12,000.0 million (2024 and 2023: $12,000.0 million) and as of 31 March 2025, $7,325.5 million (2024: $7,010.9 million; 2023: $6,357.6 million) remained unutilised. Under these uncommitted Programmes, notes issued by SIA may have varying maturities as contracted with the relevant financial institutions.

SIA's holdings of cash and short-term deposits are expected to be sufficient to cover the cost of all firm aircraft deliveries due in the next financial year. It is expected that any shortfall would be met by bank borrowings or public market funding. Due to the necessity to plan aircraft orders well in advance of delivery, it is not economical for SIA to have committed funding in place at present for all outstanding orders, many of which relate to aircraft which will not be delivered for several years. SIA's policies in this regard are in line with the funding policies of other major airlines.

(f) Credit risk

SIA has an independent Group Debts Review Committee to review the follow up actions on outstanding receivables monthly. On a day-to-day basis, the respective Finance divisions of SIA have the primary responsibility for measuring and managing specific risk exposures.

The maximum exposure to credit risk for SIA is represented by the carrying amount of each financial asset in the balance sheet.

There are no significant concentrations of credit risk other than from counterparties of cash and bank balances and derivative instruments, where transactions are limited to financial institutions possessing high credit quality and hence the risk of default is low.

The sale of passenger and cargo transportation is largely achieved through International Air Transport Association ("IATA") accredited sales agents. The credit risk of such sales agents is relatively small owing to broad diversification. In specific instances, the contract may require special collateral.

Unless expressly stated otherwise in the contract, receivables and payables among airlines are settled either bilaterally or via the IATA Clearing House. Receivables and payables are generally netted and settled at weekly intervals, which lead to a clear reduction in the risk of default.

For all other service relationships, depending on the nature and scope of the services rendered, collateral is required, credit reports or references are obtained and use is made of historical data from previous business relations, especially with regard to payment behaviour, in order to avoid non-performance.

Collateral requested from debtors include bank guarantees, cash-in-lieu of deposit and security deposits.

Singapore Telecommunications Limited and its subsidiaries ("Singtel")

Singtel's activities are exposed to a variety of financial risks: foreign exchange risk, interest rate risk, credit risk, liquidity risk and market risk. Singtel's overall risk management seeks to minimise the potential adverse effects of these risks on the financial performance of Singtel.

Singtel uses financial instruments such as currency forwards, cross currency and interest rate swaps, and foreign currency borrowings to hedge certain financial risk exposures. No financial derivatives are held or sold for speculative purposes.

The directors of Singtel assume responsibility for the overall financial risk management of Singtel. For the financial year ended 31 March 2025, the Risk, Sustainability and Technology Committee, and the Finance and Investment Committee ("FIC") of Singtel, which are committees of the Board, assisted the directors of Singtel in reviewing and establishing policies relating to financial risk management in accordance with the policies and directives of Singtel.

(i) Foreign exchange risk

The foreign exchange risk of Singtel arises from subsidiaries, associates and joint ventures operating in foreign countries, mainly Australia, India, Indonesia, the Philippines and Thailand. Additionally, Singtel's joint venture in India, Airtel, is primarily exposed to foreign exchange risks from its operations across Africa. Translation risks of overseas net investments are not hedged unless approved by the FIC.

Singtel has borrowings denominated in foreign currencies that have primarily been hedged into the functional currency of the respective borrowing entities using cross currency swaps in order to reduce the foreign currency exposure on these borrowings. As the hedges are intended to be perfect, any change in the fair value of the cross currency swaps has minimal impact on profit and equity.

Singtel's Treasury Policy, as approved by the FIC, is to substantially hedge all known transactional currency exposures. Singtel generates revenue, receives foreign dividends and incurs costs in currencies which are other than the functional currencies of the operating units, thus giving rise to foreign exchange risk. The currency exposures are primarily from the Australian Dollar, Euro, Hong Kong Dollar, Indian Rupee, Indonesian Rupiah, Philippine Peso, Pound Sterling, Thai Baht, United States Dollar and Japanese Yen.

Foreign currency purchases and forward currency contracts are used to reduce Singtel's transactional exposure to foreign currency exchange rate fluctuations.

The critical terms (i.e. the notional amount, maturity and underlying) of the derivative financial instruments and their corresponding hedged items are the same. Singtel performs a qualitative assessment of effectiveness and it is expected that derivative financial instruments and the value of the corresponding hedged items will systematically change in opposite direction in response to movements in the underlying exchange rates.

The main source of hedge ineffectiveness in these hedging relationships is the effect of the credit risk from both the counterparty and Singtel on the fair value of the derivative financial instruments, which is not reflected in the fair value of the hedged items attributable to changes in foreign currency rates. No other source of ineffectiveness were identified.

All hedge relationships remain effective and there is no hedge relationship in which hedge accounting is no longer applied.

(ii) Interest rate risk

Singtel has cash balances placed with reputable banks and financial institutions which generate interest income for Singtel. Singtel manages its interest rate risks on its interest income by placing the cash balances on varying maturities and interest rate terms.

Singtel's borrowings include bank borrowings and bonds, which entail exposure to interest rate risk. To minimise this risk, Singtel enters into interest rate swaps over the duration of its borrowings. These swaps involve exchanging, at specified intervals, the difference between fixed and variable rate interest amounts on an agreed notional principal amount. As at 31 March 2025, approximately 87% (2024: 87%; 2023: 89%) of Singtel's borrowings were at fixed rates of interest after accounting for the effect of interest rate swaps.

As at 31 March 2025, assuming that the market interest rate was 50 basis points higher or lower and with no change to the other variables, the annualised interest expense on borrowings would be higher or lower by $5.5 million (2024: $4.0 million; 2023: $3.1 million).

The critical terms (i.e. the notional amount, maturity and underlying) of the derivative financial instruments match the hedged items. Singtel performs a qualitative assessment of effectiveness, expecting their values to change in opposite direction with movements in the underlying interest rates.

The main source of hedge ineffectiveness in these hedging relationships is the effect of the credit risk from both the counterparty and Singtel on the fair value of the interest rate swaps, which is not reflected in the fair value of the hedged items attributable to changes in interest rates. No other sources of ineffectiveness were identified.

Interest rate swap contracts that pay fixed interest are designated and effective as cash flow hedges to reduce Singtel's cash flow exposure from variable interest rates on borrowings. The swaps and interest payments occur simultaneously and the amount accumulated in equity is reclassified to the income statement over the period that the floating rate interest payments on borrowings affect the income statement.

Interest rate swap contracts that pay floating interest are designated and effective as fair value hedges of interest rate movements. During the year, the hedge was fully effective in hedging the fair value exposure to interest rate movements. The carrying amount of the bonds decreased by $179.7 million (2024: $197.7 million; 2023: $213.5 million), which was included in the income statement at the same time that the fair value of the interest rate swap contracts was included in the income statement.

As at 31 March 2025, $1.4 billion (2024: $1.4 billion; 2023: $1.3 billion) of borrowings were designated in fair value hedge relationships. All hedge relationships remained effective and there was no hedge relationship in which hedge accounting could no longer be applied.

Hedges directly affected by interest rate benchmark reform

A fundamental reform of major interest rate benchmarks is being undertaken globally to replace some of the interbank offered rates ("IBORs") with alternative risk-free rates. In Singapore, Singtel has exposure to IBORs for its derivatives. Singtel's main IBOR exposure was indexed to Swap Offered Rate ("SOR"), which had ceased after 30 June 2023 with the use of Singapore Overnight Rate Average ("SORA") as the alternative interest rate benchmark. Singtel has adhered to the International Swaps and Derivatives Association, Inc. 2020 IBOR Fallback Protocol whereby Fallback Rate (SOR) or MAS Recommended Rate after 31 December 2024 will apply for the affected SOR-based derivatives.

As at 31 March 2025, the notional amount of swaps benchmarked to Fallback SOR maturing in 2026 to 2031 amounted to $2.45 billion (2024 and 2023: $2.45 billion) and the notional amount of swaps benchmarked to SORA maturing in 2026 to 2031 amounted to $1.81 billion (2024: $1.81 billion; 2023: $1.31 billion).

(iii) Credit risk

Financial assets that potentially subject Singtel to concentrations of credit risk consist primarily of trade receivables, contract assets, cash and cash equivalents and financial instruments used in hedging activities.

Singtel has no significant concentration of credit risk from trade receivables and contract assets due to its diverse customer base. Credit risk is managed through the application of credit assessment and approvals, credit limits and monitoring procedures. Where appropriate, Singtel obtains deposits or bank guarantees from customers or enters into credit insurance arrangements.

The maximum exposure to credit risk for trade receivables and contract assets were as follows:

	2025 $million	**2024 $million**	**2023 $million**
Individuals	2,003	2,047	2,032
Corporations and others	1,797	1,734	1,877
	3,800	3,781	3,909

The expected credit losses for debts which are collectively assessed are estimated based on a provision matrix by reference to historical credit loss experience of the different segments, adjusted as appropriate to reflect current conditions and estimates of future economic conditions as applicable. The expected credit losses for debts which are individually assessed are based on an analysis of the debtor's current financial position and are adjusted for factors that are specific to the debtors.

Singtel places its cash and cash equivalents with a number of banks and financial institutions with high credit ratings.

Derivative counterparties are limited to high credit rating commercial banks and other financial institutions. Singtel has policies that limit the financial exposure to any one financial institution.

(iv) Liquidity risk

To manage liquidity risk, Singtel monitors and maintains a level of cash and cash equivalents which are deemed adequate to finance Singtel's operations and to mitigate cash fluctuations. Due to the dynamic nature of the underlying business, Singtel maintains funding flexibility with both committed and uncommitted credit lines to meet short-term obligations of Singtel as they fall due.

(v) Market risk

Singtel has investments in quoted equity shares. The market value of these investments will fluctuate with market conditions.

TJ Holdings (III) Pte. Ltd. and its subsidiaries ("TJ (III)")

TJ (III) is exposed to market risk (including interest rate, foreign currency and price risks), credit risk and liquidity risk arising from its diversified business. TJ (III)'s risk management approach seeks to minimise the potential material adverse effects from these exposures. TJ (III) uses financial instruments such as currency forwards, interest rate swaps and cross currency swaps as well as foreign currency borrowings to hedge certain financial risk exposures.

TJ (III)'s board of directors has overall responsibility for the establishment and oversight of TJ (III)'s risk management framework. TJ (III)'s board has established the Audit and Risk Committee (ARC) to strengthen its risk management processes and framework. The ARC is assisted by an independent unit called the Risk Management (RM) which tracks the various key risk indicators ("KRI") on a half yearly basis to update the committee of any breaches to TJ (III)'s KRI. A group-wide Risk and Control Self-Assessment (RCSA) is conducted annually by all business units to identify key material risks, mitigating measures and any opportunities to leverage on.

(a) Market risk

Market risk is the risk that changes in market prices, such as interest rates, foreign exchange rates and equity prices will have on TJ (III)'s income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return on risk.

(i) Interest rate risk

TJ (III)'s exposure to market risk for changes in interest rate environment relates mainly to its investment in financial products and debt obligations.

The investments in financial products are short-term in nature and they are not held for trading or speculative purposes. The financial products mainly comprise fixed deposits which yield better returns than cash at bank.

TJ (III) manages its interest rate exposure by maintaining a prudent mix of fixed and floating rate borrowings. TJ (III) adopts a policy of ensuring that between 60% and 70% of its interest rate risk exposure is at a fixed rate. TJ (III) actively reviews its debt portfolio, taking into account the investment holding period and nature of its assets. TJ (III) also uses hedging instruments such as interest rate swaps and cross currency swaps to minimise its exposure to interest rate volatility and classifies these interest rate swaps and cross currency swaps as cash flow hedges.

As at the balance sheet date, TJ (III) has interest rate swaps classified as cash flow hedges with notional contractual amount of $6,719 million (2024: $7,292 million; 2023: $6,895 million) and for which TJ (III) pays fixed interest rates and receive variable rates equal to the Singapore Overnight Rate Average (SORA), US Secured Overnight Financing Rate (SOFR) and Australia Bank Bill Swap Bid Rates (BBSY) on the notional amount.

As at the balance sheet date, TJ (III) has cross currency interest rate swaps classified as cash flow hedges with notional contractual amount of $645 million (2024: $682 million; 2023: $256 million) and for which TJ (III) pays fixed interest rates (from Chinese Renminbi and Singapore Dollars) and receives variable rates (for US Dollars, Japanese Yen and Singapore Dollars) on the notional amounts.

TJ (III) determines the existence of an economic relationship between the hedging instrument and hedged item based on the reference interest rates, tenors, repricing dates and maturities and the notional or par amounts.

TJ (III) assesses whether the derivative designated in each hedging relationship is expected to be effective in offsetting changes in cash flows of the hedged item using the critical terms method. When all critical terms match, the economic relationship is considered to be 100% effective.

Hedge ineffectiveness may occur due to changes in the critical terms of either the interest rate swaps or borrowings.

The carrying value of interest rate swaps as at balance sheet date was a net liabilities of $21 million (net assets of 2024: $12 million; 2023: $149 million) comprising derivative assets of $8 million (2024: $42 million; 2023: $149 million) and derivative liabilities of $29 million (2024: $30 million; 2023: less than $1 million).

Sensitivity analysis

For variable rate financial liabilities, it is estimated that an increase of 100 basis points (2024 and 2023: 100 basis points) in interest rate at the balance sheet date would lead to a reduction in TJ (III)'s profit before tax (and revenue reserve) by approximately $81 million (2024: $102 million; 2023: $113 million). A decrease in 100 basis points (2024 and 2023: 100 basis points) in interest rate would have an equal but opposite effect. This analysis assumes that all other variables, in particular foreign currency rates, remain constant, and has not taken into account the effects of qualifying borrowing costs allowed for capitalisation, the associated tax effects and share of non-controlling interests.

(ii) Foreign currency risk

TJ (III) operates internationally and is exposed to various currencies, mainly Singapore Dollars, Chinese Renminbi, Euro, Japanese Yen, Malaysian Ringgit, Australian Dollars, Sterling Pound, US Dollars and Vietnamese Dong.

TJ (III) maintains a natural hedge, whenever possible, by borrowing in the currency of the country in which its property or investment is located or by borrowing in currencies that match the future revenue stream to be generated from its investments.

As at balance sheet date, TJ (III) uses certain foreign currency denominated borrowings, which include bank loans and medium term notes amounting to $382 million (2024: $647 million; 2023: $593 million) to hedge against the currency risk arising from TJ (III)'s net investments in certain subsidiaries.

TJ (III) uses forward exchange contracts or currency swaps to hedge its foreign currency risk, where feasible. It generally enters into forward exchange contracts or currency swaps with maturities ranging between three months and two years. The foreign exchange forwards and currency swaps are denominated in the same currency as the highly probable transactions, therefore the economic relationship is 100% effective.

Hedge ineffectiveness may occur due to:
- Changes in timing of the forecasted transaction from what was originally planned; and
- Changes in the credit risk of the derivative counterparty or TJ (III).

The net carrying amount of the forward exchange and cross currency swap contracts as at balance sheet date was net liabilities of $4 million (2024: net assets of $86 million; 2023: net assets of $58 million), comprising derivative assets of $13 million (2024: $89 million; 2023: $69 million) and derivative liabilities of $17 million (2024: $3 million; 2023: $11 million).

Foreign exchange exposures in transactional currencies other than functional currencies of the operating entities are kept to an acceptable level.

Sensitivity analysis

It is estimated that a five-percentage points (2024 and 2023: five percentage points) weakening (2024 and 2023: weakening) in foreign currencies against the respective functional currencies of TJ (III) would decrease TJ (III)'s profit before tax by approximately $29 million (2024: $9 million; 2023: $27 million). A five-percentage point (2024 and 2023: five percentage points) strengthening (2024 and 2023: strengthening) in foreign currencies against the Singapore Dollar would have an equal but opposite effect. TJ (III)'s outstanding forward exchange contracts and cross currency swaps have been included in this calculation. The analysis assumed that all other variables, in particular interest rates, remain constant and does not take into account the translation related risk, associated tax effects and share of non-controlling interests.

There was no significant exposure to foreign currencies for TJ (III) as at balance sheet date.

(b) Credit risk

Credit risk is the risk of financial loss to TJ (III) if a customer or counterparty to a financial instrument fails to meet its contractual obligations. For trade and other receivables, contract assets and financial assets at amortised cost, TJ (III) has guidelines governing the process of granting credit as a service or product provider in its respective segments of business. Trade and other receivables and contract assets relate mainly to TJ (III)'s customers who bought its residential units and tenants from its office buildings, shopping malls, business parks and serviced residences. Financial assets at amortised cost relate mainly to amounts owing by related parties. Investments and financial transactions are restricted to counterparties that meet the appropriate credit criteria.

The principal risk to which TJ (III) is exposed to in respect of financial guarantee contracts is credit risk in connection with the guarantee contracts they have issued. To mitigate the risk, TJ (III)'s management continually monitors the risk and has established processes including performing credit evaluations of the parties for whom it is providing the guarantee to. Guarantees are only given for the benefit of TJ (III)'s subsidiaries and related parties.

TJ (III) has a diversified portfolio of businesses and as at balance sheet date, there was no significant concentration of credit risk with any entity. The maximum exposure to credit risk is represented by the carrying amount of each financial asset in the balance sheet, including derivative financial instruments as well as any irrevocable loan undertaking to associates and joint ventures.

(i) Trade receivables and contract assets

TJ (III) reviews the customers' credit risk taking into account the aging of the outstanding receivables, amount of security deposit available as well as any indication of credit default, and assesses the amount of specific allowance for doubtful receivable required for each customer.

TJ (III) also uses a provision matrix to measure the lifetime expected credit loss allowance for trade receivables and contract assets.

In measuring the expected credit losses, trade receivables and contract assets are grouped based on similar credit risk characteristics and days past due. When determining the expected credit loss rates, TJ (III) considers historical loss rates for customer grouped by industry sector and forward-looking macroeconomic factors like country's gross domestic product (GDP), which affect the ability of the customers to settle the receivables.

Trade and other receivables and contract assets are written off when there is no reasonable expectation of recovery, such as a debtor failing to engage in a repayment plan with TJ (III). Where receivables are written off, TJ (III) continues to engage in enforcement activity to attempt to recover the receivables due. Where recoveries are made, these are recognised in the income statement.

(ii) Financial assets at amortised cost

TJ (III) assesses on a forward-looking basis the expected credit losses associated with financial assets at amortised cost. The impairment methodology applied depends on whether there has been a significant increase in credit risk.

The credit quality of trade and other receivables is assessed based on credit policies established by TJ (III)'s risk committee. TJ (III) monitors customer credit risk by grouping trade and other receivables based on their characteristics. Trade and other receivables with high credit risk will be identified and monitored by the respective strategic business units.

TJ (III)'s credit risk exposure to other receivables as at each balance sheet date is immaterial. TJ (III) has issued financial guarantees to banks for borrowings of its subsidiaries. These guarantees are subject to the impairment requirements of IFRS 9. TJ (III) has assessed that these subsidiaries have sufficient financial capacity to meet the contractual cash flow obligations in the near future and hence, does not expect significant credit losses arising from these guarantees.

(c) Liquidity risk

Liquidity risk is the risk that TJ (III) will not be able to meet its financial obligations as they fall due. TJ (III) actively manages its debt maturity profile, operating cash flows and the availability of funding so as to ensure that all refinancing, repayment and funding needs are met. As part of its overall prudent liquidity management, TJ (III) maintains sufficient level of cash or cash convertible investments to meet its working capital requirement. In addition, TJ (III) strives to maintain sufficient available banking facilities to meet working capital and funding needs. As part of its financing strategy, TJ (III) diversifies its borrowings by tapping into debt capital markets at the appropriate window and putting in place banking facilities.

As part of TJ (III)'s borrowing activities, TJ (III) is exposed to the risk of potential and actual breaches of financial covenants in TJ (III)'s indebtedness which may also result in accelerated demands of payment or calls for events of default by lenders. This may restrict TJ (III)'s ability to obtain additional financing for capital expenditure, acquisitions or general corporate purposes and may cause TJ (III) to be particularly vulnerable in any general economic downturn or instability in the global financial capital markets.

TJ (III) has been actively managing its liquidity position amid the macroeconomic challenges. As at balance sheet date, TJ (III) has approximately $12 billion (2024: $11 billion; 2023: $12 billion) of total cash and available undrawn facilities held under TJ (III)'s treasury vehicles, which is sufficient to support TJ (III)'s funding requirements for the next 12 months.

At balance sheet date, TJ (III) held the following instruments to hedge exposures to changes in foreign currency and interest rates:

	Carrying amount			Changes in fair value used for calculating hedge ineffectiveness				
	Contractual notional amount $million	**Assets/ (liabilities) $million**	**Financial statement line item**	**Hedging instrument $million**	**Hedged item $million**	**Hedge ineffectiveness recognised in income statement $million**	**Weighted average hedge forex rate/ interest rate (%)**	**Maturity date**
2025								
Cashflow hedges								
Foreign exchange risk								
- Cross currency swaps to hedge foreign currency borrowings	645	(2)	Derivative financial instruments	(6)	6	#	RMB: SGD0.185 JPY: SGD0.009	April 2025 to November 2029
Interest rate risk								
- Interest rate swaps to hedge floating rate borrowings	6,719	(20)	Derivative financial instruments	(10)	10	#	2.74%	July 2024 to November 2028

 # Less than $1 million

	Carrying amount			Changes in fair value used for calculating hedge ineffectiveness				
	Contractual notional amount $million	**Assets/ (liabilities) $million**	**Financial statement line item**	**Hedging instrument $million**	**Hedged item $million**	**Hedge ineffectiveness recognised in income statement $million**	**Weighted average hedge forex rate/ interest rate (%)**	**Maturity date**
2025								
Net investment hedges								
Foreign exchange risk								
- Borrowings to hedge net investments in foreign operations	-	(382)	Borrowings	2	(2)	-	AUD: SGD0.867 RMB: SGD0.187	March 2027 to April 2028
- Forward contracts to hedge net investments in foreign operations	97	5	Derivative financial instruments	5	(5)	-	KRW: SGD0.001	July 2026
- Cross currency swaps to hedge net investments in foreign operations	134	2	Derivative financial instruments	2	(2)	-	USD: CNH7.257	September 2025

	Carrying amount			Changes in fair value used for calculating hedge ineffectiveness				
	Contractual notional amount $million	**Assets/ (liabilities) $million**	**Financial statement line item**	**Hedging instrument $million**	**Hedged item $million**	**Hedge ineffectiveness recognised in income statement $million**	**Weighted average hedge forex rate/ interest rate (%)**	**Maturity date**
2024								
Cashflow hedges								
Foreign exchange risk								
- Cross currency swaps to hedge foreign currency borrowings	326	7	Derivative financial instruments	6	(6)	-	USD: SGD1.350 JPY: SGD0.0108	April 2024 to November 2029
- Forward contracts to hedge foreign currency receivable	356	8	Derivative financial instruments	(1)	2	1	KRW: SGD0.001 USD: SGD1.357	February 2024 to October 2024
Interest rate risk								
- Interest rate swaps to hedge floating rate borrowings	7,292	11	Derivative financial instruments	(57)	57	#	2.39%	February 2024 to June 2028

Less than $1 million

	Carrying amount			Changes in fair value used for calculating hedge ineffectiveness				
	Contractual notional amount $million	**Assets/ (liabilities) $million**	**Financial statement line item**	**Hedging instrument $million**	**Hedged item $million**	**Hedge ineffectiveness recognised in income statement $million**	**Weighted average hedge forex rate/ interest rate (%)**	**Maturity date**
2024								
Net investment hedges								
Foreign exchange risk								
- Borrowings to hedge net investments in foreign operations	-	(647)	Borrowings	7	(7)	-	JPY: SGD0.0093 EUR: SGD1.465 GBP: SGD1.677 AUD: SGD0.902	April 2024 to April 2028
- Forward contracts to hedge net investments in foreign operations	458	3	Derivative financial instruments	(5)	5	-	USD: SGD1.350 RMB: SGD0.186 JPY: SGD0.0093 EUR: SGD1.448 MYR: SGD0.289	January 2024 to September 2024
- Cross currency swaps to hedge net investments in foreign operations	687	68	Derivative financial instruments	36	(36)	-	JPY: SGD0.0100 EUR: SGD1.491	March 2024 to September 2028

	Carrying amount			Changes in fair value used for calculating hedge ineffectiveness				
	Contractual notional amount $million	**Assets/ (liabilities) $million**	**Financial statement line item**	**Hedging instrument $million**	**Hedged item $million**	**Hedge ineffectiveness recognised in income statement $million**	**Weighted average hedge forex rate/ interest rate (%)**	**Maturity date**
2023								
Cashflow hedges								
Foreign exchange risk								
- Cross currency swaps to hedge foreign currency borrowings	195	2	Derivative financial instruments	3	(3)	-	USD: SGD1.361	April 2023 to August 2025
- Forward contracts to hedge foreign currency receivable	61	(3)	Derivative financial instruments	(3)	3	-	KRW: SGD0.001	October 2024
Interest rate risk								
- Interest rate swaps to hedge floating rate borrowings	6,895	149	Derivative financial instruments	190	(190)	#	1.86%	March 2023 to October 2027

 # Less than $1 million

	Carrying amount			Changes in fair value used for calculating hedge ineffectiveness				
	Contractual notional amount $million	**Assets/ (liabilities) $million**	**Financial statement line item**	**Hedging instrument $million**	**Hedged item $million**	**Hedge ineffectiveness recognised in income statement $million**	**Weighted average hedge forex rate/ interest rate (%)**	**Maturity date**
2023								
Net investment hedges								
Foreign exchange risk								
- Borrowings to hedge net investments in foreign operations	-	(593)	Borrowings	16	(16)	-	JPY: SGD0.01022 EUR: SGD1.504 GBP: SGD1.753 AUD: SGD0.903	April 2023 to June 2025
- Forward contracts to hedge net investments in foreign operations	462	9	Derivative financial instruments	7	(7)	-	USD: SGD1.371 RMB: SGD0.194 JPY: SGD0.0102 EUR: SGD1.430 GBP: SGD1.626 MYR: SGD0.302	January 2023 to November 2023
- Cross currency swaps to hedge net investments in foreign operations	585	50	Derivative financial instruments	44	(44)	-	JPY: SGD0.0102 EUR: SGD1.545	April 2023 to May 2026

The following table provides a reconciliation by risk category of components of equity and analysis of other comprehensive income items (net of tax) resulting from cashflow hedge accounting.

	Hedging reserve		
	2025 $million	**2024 $million**	**2023 $million**
At beginning of the year	45	148	23
Change in fair value:			
- Foreign exchange risk	4	(5)	#
- Interest rate risk	(21)	(75)	116
Amount reclassified to income statement:			
- Foreign exchange risk	(2)	#	#
- Interest rate risk	5	(2)	(17)
Share of cash flow hedges of associates and joint ventures	(10)	(21)	26
At end of the year	21	45	148

 # Less than $1 million

(d) Offsetting financial assets and financial liabilities

TJ (III)'s derivative transactions that are not transacted through an exchange, are governed by the International Swaps and Derivatives Association (ISDA) Master Netting Agreements. In general, under such agreements, the amounts due on a single day in respect of all transactions outstanding in the same currency are aggregated into a single net amount and settled between the counterparties. In certain circumstances, for example when a credit event such as a default occurs, all outstanding transactions under the agreement are terminated, the termination value is assessed and set off into a single net amount to be settled.

The above ISDA agreements do not meet the criteria for offsetting in the balance sheets as a right of set-off of recognised amounts is enforceable only following an event of default, insolvency or bankruptcy of TJ (III) or the counterparties. In addition, TJ (III) and its counterparties do not intend to settle on a net basis or to realise the assets and settle the liabilities simultaneously.

There is no offset of TJ (III)'s financial assets and financial liabilities as of the balance sheet dates.

40. Significant subsequent events

(a) Subsequent to financial year end, Temasek Financial II Private Limited (a subsidiary of Temasek) issued $2.7 billion (US$2.1 billion) of short term notes under its US$5.0 billion ECP Program.

(b) On 16 May 2025, Singtel sold 1.2% of its direct stake in Bharti Airtel Limited ("Airtel") for $2.0 billion via a private placement. The disposal will result in an estimated gain of $1.4 billion.

41. Adoption of new and revised accounting standards effective for future periods

A number of new standards, interpretations and amendments to standards are effective for the financial years beginning on or after 1 April 2025. Except for IFRS18 *Presentation and Disclosure in Financial Statements,* which the Group is still assessing the impact, the adoption of other standards are not expected to have a significant impact on the Group's consolidated financial statements.

Effective date for the Group	**New standards, interpretations and amendments**
1 April 2025	• Amendments to IAS 21: *Lack of Exchangeability*
1 April 2026	• Amendments to IFRS 9 and IFRS 7: *Amendments to the Classification and Measurement of Financial Instruments* • Annual Improvements to IFRS Accounting Standards – Volume 11 • Amendments to IFRS 9 and IFRS 7: *Contracts Referencing Nature-dependent Electricity*
1 April 2027	• IFRS 18: *Presentation and Disclosure in Financial Statements* • IFRS 19: *Subsidiaries without Public Accountability: Disclosures*

IFRS 18 *Presentation and Disclosure in Financial Statements ("IFRS 18")*

IFRS 18 will replace IAS 1 *Presentation of Financial Statements* and applies for annual reporting periods beginning on or after 1 April 2027. The new standard introduces the following key new requirements.

- Entities are required to classify all income and expenses into five categories in the consolidated income statement, namely the operating, investing, financing, discontinued operations and income tax categories. Entities are required to present a newly defined operating profit subtotal. Entities' net profit will not change.
- Management-defined performance measures ("MPM") are to be disclosed in a single note in the consolidated financial statements.
- Enhanced guidance is provided on how to group information in the consolidated financial statements

In addition, all entities are required to use the operating profit subtotal as the starting point for the statement of cashflows when presenting operating cash flows under the indirect method.

42. Supplemental non-IFRS financial information (The Group)

The Group classifies its sub-20% investments as fair value through profit and loss ("FVTPL") investments or fair value through other comprehensive income ("FVOCI") investments. At each balance sheet date, FVTPL and FVOCI investments are remeasured at their fair values. Changes in fair value of FVTPL trading and non-trading investments are recognised in the income statement. Changes in fair value of FVOCI are recognised in the fair value reserve.

IFRS 9 requires mark-to-market ("MTM") (gains)/losses of FVTPL investments, including MTM (gains)/losses of non-trading FVTPL investments which the Group continues to hold at each balance sheet date ("unrealised MTM (gains)/losses"), to be recognised in the income statement.

Sub-20% investments comprise more than 40% of Temasek's portfolio as at 31 March 2025. Thus, the application of IFRS 9 has led to material fluctuations in the income statement from year-to-year unrealised gains or losses that do not reflect the potential gains or losses upon a sale.

On the income statement, additional non-IFRS information on the amounts of unrealised MTM (gains)/losses recognised in the income statement, and the net profit attributable to equity holder of THPL excluding unrealised MTM (gains)/losses are provided as shown in table (a) below.

On the balance sheet, additional non-IFRS information on the amounts of cumulative unrealised MTM (gains)/losses at each balance sheet date, and the equity attributable to equity holder of THPL excluding cumulative unrealised MTM (gains)/losses, are provided as shown in the table (b) below.

As an investor, Temasek aims to deliver sustainable value over the long term. Hence, Temasek focuses on the performance of its portfolio over the longer time horizon, and the corresponding overall risk-adjusted cost of capital. Temasek does not manage for year-to-year accounting profitability.

The net profit attributable to equity holder of THPL excluding unrealised MTM (gains)/losses, and the equity attributable to equity holder of THPL excluding cumulative unrealised MTM (gains)/losses, are not determined in accordance with IFRS as IFRS does not prescribe the methodology of determining these measures. It may not be comparable to those of other companies that may present similar measures and should not be considered in isolation or as an alternative to net profit or equity attributable to equity holder of THPL as an indicator of operating performance.

a) Net profit attributable to equity holder of THPL excluding unrealised MTM (gains)/losses

Reconciliation of net profit attributable to equity holder of THPL excluding unrealised MTM (gains)/losses on FVTPL investments (non-IFRS measure) to profit/(loss) attributable to equity holder of THPL (IFRS measure):

	2025 $million	2024 $million	2023 $million
Profit/(loss) attributable to equity holder of THPL	23,495	5,380	(7,332)
Unrealised MTM (gains)/losses	(6,311)	3,406	22,073
Net profit attributable to equity holder of THPL excluding unrealised MTM (gains)/losses	17,184	8,786	14,741

b) Equity attributable to equity holder of THPL excluding cumulative unrealised MTM (gains)/losses

Reconciliation of equity attributable to equity holder of THPL excluding cumulative unrealised MTM (gains)/losses (non-IFRS measure) to equity attributable to equity holder of THPL (IFRS measure):

	2025 $million	2024 $million	2023 $million
Equity attributable to equity holder of THPL	378,204	354,601	346,525
Cumulative unrealised MTM (gains)/losses of:			
- FVOCI investments (fair value reserve)	(1,142)	(422)	192
- FVTPL investments	(32,724)	(25,558)	(30,687)
Equity attributable to equity holder of THPL excluding cumulative unrealised MTM (gains)/losses	344,338	328,621	316,030

Annex A —
Global clearance and settlement

The information set out below is subject to any change in, or reinterpretation of, the rules, regulations and procedures of DTC, CDP, Euroclear and Clearstream and the CMU (together, the "Clearance Systems") currently in effect. Investors wishing to use the facilities of any of the Clearance Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearance System. None of the Issuer, Temasek, the Arrangers, any Dealer, the New York Trustee, the Singapore Trustee, the English Trustee and any exchange, paying or transfer agent (each an "Agent") or party to the Indenture, the Agency Agreement governed by Singapore law, the Agency Agreement governed by English law, the Singapore Law Trust Deed and/or the English Law Trust Deed will be held responsible or bear any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearance System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. The relevant Pricing Supplement will specify the Clearance System(s) applicable for the relevant series.

The Clearance Systems

DTC

DTC is a limited purpose trust company organised under the laws of the State of New York, a "banking organisation" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions among participants through electronic book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Participants include securities brokers and dealers, banks, trust companies and clearing corporations and certain other organisations. Indirect access to the DTC system is available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly ("indirect participants").

DTC will take any action permitted to be taken by the holder of a beneficial interest in a Registered Global Note (including, without limitation, the presentation of a Registered Global Note for exchange) only at the direction of one or more participants to whose account with DTC interests in such Registered Global Note are credited and only in respect of such portion of the aggregate principal amount of Notes in respect of which such participant or participants has or have given such direction. If an Event of Default under the Notes occurs, DTC reserves the right to exchange the Registered Global Notes for Definitive Registered Notes bearing the appropriate legend, which it will distribute to the relevant participants. DTC makes payments only in US dollars.

CDP

In respect of Notes which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities (the "Depository System") maintained by CDP. Notes that are to be listed on the SGX-ST may be cleared through CDP.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Notes which are accepted for clearance by CDP, the entire issue of the Notes is to be held by CDP in the form of a global note for persons holding the Notes in securities accounts with CDP (the "Depositors"). Delivery and transfer of Notes between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Clearance and Settlement under the Depository System. Settlement of over-the-counter trades in the Notes through the Depository System may be effected through securities sub-accounts held with

corporate depositors (the "Depository Agents"). Depositors holding Notes in direct securities accounts with CDP, and who wish to trade Notes through the Depository System, must transfer the Notes to a securities sub-account with a Depository Agent for trade settlement.

General. CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Notes in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, Temasek, the Paying Agent in Singapore or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Euroclear and Clearstream

Euroclear and Clearstream each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants, thereby eliminating the need for physical movements of certificates and any risks from lack of simultaneous transfer. Euroclear and Clearstream provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream have established an electronic bridge between their two systems which enables their respective participants to settle trades with each other. Euroclear and Clearstream participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly.

A participant's overall contractual relations with either Euroclear or Clearstream are governed by the respective rules and operating procedures of Euroclear or Clearstream and any applicable laws. Both Euroclear and Clearstream act under those rules and operating procedures only on behalf of their respective participants, and have no record of, or relationship with, persons holding any interests through their respective participants. Distributions of principal with respect to book-entry interests in the Notes held through Euroclear or Clearstream will be credited, to the extent received by the relevant Paying Agent, to the cash accounts of Euroclear or Clearstream participants in accordance with the relevant system's rules and procedures.

The CMU

The CMU Service is a central depositary service provided by the Central Moneymarkets Unit of the HKMA for the safe custody and electronic trading between the members of this service ("CMU Members") of capital markets instruments ("CMU Instruments") which are specified in the CMU Reference Manual as capable of being held within the CMU Service.

The CMU Service is only available to CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such persons. Membership of the CMU Service is open to financial institutions regulated by Hong Kong Monetary Authority, Securities and Futures Commission, Insurance Authority or Mandatory Provident Fund Schemes Authority. For further details on the full range of the CMU's custodial services, please refer to the CMU Reference Manual.

The CMU Service has an income distribution service which is a service offered by the CMU Service to facilitate the distribution of interest, coupon or redemption proceeds (collectively, the "income proceeds") by CMU Members who are paying agents to the legal title holders of CMU Instruments via the CMU system. Furthermore, the CMU Service has a corporate action platform which allows an issuer (or its agent) to make an announcement/notification of a corporate action and noteholders to submit the relevant certification. For further details, please refer to the CMU Reference Manual.

An investor holding an interest in the Notes through an account with either Euroclear or Clearstream, Luxembourg will hold that interest through the respective accounts which Euroclear and Clearstream, Luxembourg each have with the CMU Service.

Notes that will be cleared through the CMU Service will be deposited with a sub-custodian for the Central Moneymarkets Unit Service, operated by the Hong Kong Monetary Authority (the "CMU" or the "CMU Service"). The CMU Instrument Number for such Notes will be specified in the relevant Pricing Supplement. While Notes represented by a global certificate deposited with a sub-custodian for the CMU Service are outstanding, the Issuer, or failing which, the Guarantor will discharge its payment obligations under the Notes by making payments to the CMU for distribution to the persons for whose account(s) interests in such global certificate are credited as being held in the CMU in accordance with the CMU Rules. A holder of a beneficial interest in a global certificate must rely on the procedures of the CMU to receive payments under the Notes. Neither the Issuer nor the Guarantor has any responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the global certificate.

Book-Entry Ownership

Bearer Notes

The Issuer will make applications to CDP, Euroclear, Clearstream and/or the CMU for acceptance in their respective book-entry systems of any Bearer Series of Notes. In respect of Bearer Notes, as may be specified in the relevant Pricing Supplement, a Temporary Global Note and/or a Permanent Global Note in bearer form without coupons will be deposited with CDP or with a common depositary on behalf of Euroclear and Clearstream or with a sub-custodian for the CMU. Transfers of interests in a Temporary Global Note or a Permanent Global Note will be made in accordance with the normal market debt securities operating procedures of CDP, Euroclear, Clearstream and the CMU.

Registered Notes

The Issuer will make applications to CDP, Euroclear and/or Clearstream, DTC or the CMU for acceptance in their respective book-entry systems of the Regulation S Global Notes. Each Regulation S Global Note will have a CUSIP, an ISIN or Common Code and will be subject to restrictions on transfer contained in a legend appearing on the front of such Note, as set out under "Notice to purchasers and holders of Registered Notes and transfer restrictions".

The Issuer will make applications to DTC for acceptance in its book-entry settlement system of the DTC Restricted Global Notes. Each DTC Restricted Global Note will have a CUSIP number and will be subject to restrictions on transfer contained in a legend appearing on the front of such Note, as set out under "Notice to purchasers and holders of Registered Notes and transfer restrictions". The custodian with whom the DTC Restricted Global Notes are deposited and DTC will electronically record the principal amount of the DTC Restricted Notes held within the DTC system.

Investors may hold their interests in a Regulation S Global Note through DTC, Euroclear, Clearstream CDP or the CMU, as the case may be, directly through such Clearance System if they are participants in such Clearance System, or indirectly through organisations that are participants of such Clearance System. Investors may hold their interests in a DTC Restricted Global Note directly through DTC if they are participants in such system, or indirectly through organisations that are participants in such system.

So long as DTC, Euroclear, Clearstream or CDP, or their respective nominee, is the registered owner or holder of a Global Note, DTC, Euroclear, Clearstream, CDP, or their respective nominee, will be considered as the sole owner or holder of the Notes represented by such Global Note for all purposes under the Indenture, the Singapore Law Trust Deed or the English Law Trust Deed (as applicable) and such Notes. Accordingly, each owner of a beneficial interest in a Global Note must rely on the procedures of the relevant Clearance System and, if a person is not a participant in the relevant Clearance System, on the procedures of the participant through which the person owns its interest in order to exercise any rights of a Noteholder under the Indenture, the Singapore Law Trust Deed or the English Law Trust Deed (as applicable).

If a Global Note or Global Certificate is lodged with a sub-custodian for or registered with the CMU, the person(s) for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU in accordance with the CMU Rules as notified by the CMU to the CMU Lodging and Paying Agent in a relevant CMU Instrument Position Report (as defined in the rules of the CMU) or any other relevant notification by the CMU (which notification, in either case, shall be conclusive evidence of the records of the CMU save in the case of manifest error) shall be the only person(s) entitled or in the case of Registered Notes, directed or deemed by the CMU as entitled to receive payments in respect of Notes represented by such Global Note or Global Certificate and the Issuer will be

discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Note or Global Certificate are credited as being held in the CMU in respect of each amount so paid. Each of the persons shown in the records of the CMU as the beneficial holder of a particular nominal amount of Notes represented by such Global Note or Global Certificate must look solely to the CMU Lodging and Paying Agent for his share of each payment so made by the Issuer in respect of such Global Note or Global Certificate.

Payments in US dollars of principal and interest in respect of DTC Restricted Global Notes registered in the name of DTC's nominee will be to, or to the order of, its nominee as the registered holder of such DTC Restricted Global Note. In the case of any such payments which are denominated other than in US dollars, payment of such amounts will be made to the Paying Agent who will make payment of all or part of the amount to the beneficial holders of interests in such DTC Restricted Global Note directly, in the currency in which such payment was made and/or cause all or part of such payment to be converted into US dollars and credited to the relevant participant's DTC account as aforesaid, in accordance with instructions received from DTC. The Issuer expects that the nominee will upon receipt of any such payment, immediately credit DTC participants' accounts with any such payments denominated in US dollars in amounts proportionate to their respective beneficial interests in the principal amount of the relevant DTC Restricted Global Note as shown on the records of DTC. The Issuer also expects that payments by DTC participants to owners of beneficial interests in such DTC Restricted Global Note held through such DTC participants will be governed by standing instructions and customary practices between the participants and owners of beneficial interests, as is the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such DTC participants and not of the Agents, the New York Trustee, the Issuer or Temasek.

The laws in some states in the United States require that certain persons take physical delivery of securities in definitive form. Consequently, these laws may impair the ability to transfer a beneficial interest in a Registered Global Note to such persons. Because DTC can only act on behalf of participants in DTC, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Registered Global Note to pledge such interest to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interest may be limited by the lack of a Definitive Registered Note in respect of such interest. The ability of the holder of a beneficial interest in any Registered Note represented by the Registered Global Notes to resell, pledge or otherwise transfer such interest may also be impaired if the proposed transferee of such interest is not eligible to hold the same through a participant or indirect participant in DTC.

None of the Issuer, Temasek, the New York Trustee, the Singapore Trustee, the English Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such ownership interests.

Definitive Registered Notes

Registration of title to Registered Notes in a name other than CDP or its nominee or a depositary for Euroclear and Clearstream or DTC will not be permitted unless (i) in the case of DTC Restricted Global Notes, DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to the DTC Restricted Global Notes, or ceases to be a "clearing agency" registered under the Exchange Act, or is at any time no longer eligible to act as such, and, in the case of Notes issued under the English Law Trust Deed, the Issuer is unable to locate a qualified successor within 90 days of receiving notice or becoming aware of such ineligibility on the part of DTC, (ii) in the case of Regulation S Global Notes deposited with a common depositary for Euroclear or Clearstream, Euroclear or Clearstream 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, (iii) in the case of Regulation S Global Notes deposited with CDP, CDP is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or CDP has announced an intention permanently to cease business or CDP has notified the Issuer that it is unable or unwilling to act as depository for the Notes and to continue performing its duties set out in the relevant Depository Services Agreement as amended, varied or supplemented from time to time, (iv) an event of default with respect to such series has occurred, (v) in the case of Notes issued under the Indenture, the New York Trustee has instituted or has been directed to institute any judicial proceeding in a court to enforce the rights of holders of the Notes under the Notes and the New York Trustee has been advised by counsel that in connection with such proceeding it is necessary or

appropriate for the New York Trustee to obtain possession of the Notes or (vi) in the case of Notes issued under the Indenture, unless otherwise provided in the relevant Pricing Supplement, a written request for one or more Definitive Registered Notes is made by a holder of beneficial interest in a Registered Global Note, provided that such written notice or request is submitted to the New York Registrar by such holder not less than 30 days prior to the requested date of such exchange or in the case of Notes issued under the English Law Trust Deed or Notes issued under the Singapore Law Trust Deed that are not cleared through CDP, the Issuer provides its consent. In such circumstances, the Issuer will cause sufficient Definitive Registered Notes to be executed and delivered to the New York Registrar, the Singapore Registrar or the English Registrar (as the case may be) for completion, authentication and dispatch to the relevant holder(s) of the Notes.

A person having an interest in the relevant Registered Global Note must provide the New York Registrar, the Singapore Registrar or the English Registrar (as the case may be) with:

(i) written instructions and such other information as the Issuer and the New York Registrar, the Singapore Registrar or the English Registrar (as the case may be) may require to complete, execute and deliver such Definitive Registered Notes; and

(ii) in the case of a DTC Restricted Global Note only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of a simultaneous resale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Definitive Registered Notes issued pursuant to this paragraph (ii) shall bear the legends applicable to transfers pursuant to Rule 144A.

Trading within same Clearance System

Secondary market trading between DTC participants will occur in the ordinary way in accordance with DTC's rules and will be settled in immediately available funds using DTC's Same-Day Funds Settlement System. Secondary market trading between Euroclear and/or Clearstream participants will occur in the ordinary way in accordance with the applicable rules and operating procedures of Euroclear and Clearstream and will be settled using procedures applicable to conventional Eurobonds in immediately available funds.

Trading between Clearance Systems

Trading between a Euroclear or Clearstream seller and a DTC purchaser involving only Registered Global Notes

Due to time zone differences in their favour, Euroclear and Clearstream participants may employ their customary procedures for transactions in which interests in a Registered Global Note are to be transferred by Euroclear or Clearstream (as the case may be) to a participant in DTC. The seller must send instructions to Euroclear or Clearstream through a Euroclear or Clearstream participant (as the case may be) at least one business day prior to settlement. In these cases, Euroclear or Clearstream will instruct its respective depositary to deliver the interests in the Registered Global Note to the DTC participant's account against payment. Payment will include interest (if any) accrued on such interests in the Note from and including the immediately preceding date for the payment of interest to and excluding the settlement date. The payment will then be reflected in the account of the Euroclear or Clearstream participant the following day, and receipt of cash proceeds in the Euroclear or Clearstream participant's account would be back-valued to the value date (which would be the preceding day when settlement occurred in New York). Should the Euroclear or Clearstream participant have a line of credit in its respective Clearance System and elect to be in debit in anticipation of receipt of the sale proceeds in its account, the back-valuation will extinguish any overdraft charges incurred over that one-day period. If settlement is not completed on the intended value date (i.e. the trade fails), receipt of the cash proceeds in the Euroclear or Clearstream participant's account would be valued instead as at the actual settlement date.

Trading between a DTC seller and a Euroclear or Clearstream purchaser involving only Registered Global Notes

When interests in a Registered Global Note are to be transferred from the account of a DTC participant to the account of a Euroclear or Clearstream participant, the purchaser must send instructions to Euroclear or Clearstream through a Euroclear or Clearstream participant, as the case may be, at least

one business day prior to settlement. Euroclear or Clearstream, as the case may be, will then instruct its respective depositary to receive such interests against payment. Payment will include interest (if any) accrued on such interest in the Registered Global Note from and including the immediately preceding date for the payment of interest to and excluding the settlement date. Payment will then be made by the depositary to the participant's account against delivery of the interests in the Note. After settlement has been completed, the interests will be credited to the respective Clearance System, and by the Clearance System, in accordance with its usual procedures, to the Euroclear or Clearstream participant's account. The securities credit will appear the next day (European time) and the cash debit will be back-valued to, and any interest on the Note will accrue from, the value date (which would be the preceding day when settlement occurred in New York). If settlement is not completed on the intended value date (i.e. the trade fails), the Euroclear or Clearstream cash debit will be valued instead as at the actual settlement date.

Euroclear or Clearstream participants will need to make available to the respective Clearance System the funds necessary to process same-day funds settlement. The most direct means of doing so is to pre-position funds for settlement, either from cash on-hand or existing lines of credit, as such participants would for any settlement occurring within Euroclear or Clearstream. Under this approach, such participants may take on credit exposure to Euroclear or Clearstream until the interests in the Note are credited to their accounts one day later.

Alternatively, if Euroclear or Clearstream has extended a line of credit to a Euroclear or Clearstream participant, as the case may be, such participant may elect not to preposition funds and allow that credit line to be drawn upon to finance settlement. Under this procedure, Euroclear or Clearstream participants purchasing interests in the Note held in DTC would incur overdraft charges for one day, assuming they cleared the overdraft when the interests in the Note were credited to their accounts. However, any interest on the Note would accrue from the value date. Therefore, in many cases the investment income on the interests in the Note held in DTC earned during that one-day period may substantially reduce or offset the amount of such overdraft charges, although this result will depend on each participant's particular cost of funds.

Since the settlement takes place during New York business hours, DTC participants can employ their usual procedures for transferring interests in Registered Global Notes to the respective depositories of Euroclear or Clearstream for the benefit of Euroclear or Clearstream participants. The sale proceeds will be available to the DTC seller on the settlement date. Thus, to the DTC participants, a cross-market transaction will settle no differently from a trade between participants.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Registered Global Notes among participants and accountholders of DTC, Euroclear and Clearstream, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, Temasek, the New York Trustee, the Singapore Trustee, the English Trustee and any Agent will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

Annex B —

Form of Pricing Supplement

The form of Pricing Supplement that will be issued in respect of each series of Notes, subject only to the deletion of non-applicable provisions or modifications, as appropriate, is set out below:

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

[**PROHIBITION OF SALES TO UK RETAIL INVESTORS** — The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor in the UK means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (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 [Regulation (EU) 2017/1129][the Prospectus Regulation] as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.][2]

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

[**UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET** — Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is 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 Notes to eligible counterparties and professional clients are appropriate. Any [person subsequently offering, selling or

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1 To be inserted unless the Pricing Supplement specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable".

2 To be inserted unless the Pricing Supplement specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable".

recommending the Notes (a "distributor")][distributor] should take into consideration the manufacturers' target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.]

[**NOTIFICATION UNDER SECTION 309B OF THE SFA** — The Notes are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).]

Pricing Supplement dated

Temasek Financial (I) Limited
Issue of [Aggregate Nominal Amount of Series] [Title of Notes]
unconditionally and irrevocably guaranteed by
Temasek Holdings (Private) Limited
Under the US$25,000,000,000 Guaranteed Global Medium Term Note Programme
Series Number

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the Offering Circular dated (the "Offering Circular"). This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with the Offering Circular. Capitalised terms used herein shall have the meanings given to them in the Offering Circular.

[While the Qualifying Debt Securities ("QDS") scheme under the Income Tax Act 1947 of Singapore (the "Income Tax Act") is subsisting and the conditions for the relevant QDS tax concessions and exemptions are met (as set out in the Offering Circular), holders of the Notes should take note of the following:

Where interest, discount income, early redemption fee or redemption premium is derived from any of the Notes by any person who (i) is not resident in Singapore and (ii) carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act shall not apply if such person acquires such Notes using the funds and profits of such person's operations through a permanent establishment in Singapore. Any person whose interest, discount income, early redemption fee or redemption premium derived from the Notes is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.][3]

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

1	(i)	Issuer:	Temasek Financial (I) Limited
	(ii)	Guarantor:	Temasek Holdings (Private) Limited
2	(i)	Series Number:	
	(ii)	[Tranche Number: (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible.)]	
3	Specified Currency or Currencies:		
4	Aggregate Nominal Amount:		
	(i)	Series:	
	(ii)	[Tranche:]	

[3] Insert if and as applicable.

5	Issue Price:		% of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (in the case of fungible issues only, if applicable)]
6	(i)	Specified Denominations:	[ ] and integral multiples of [ ] in excess thereof. [*In the case of English law or Singapore law governed notes, if the Issuer's right to re-denominate the Notes does not apply to this Series, insert:* The second and third sentences of Condition 1 do not apply to this Series Number [ ].]
	(ii)	Calculation Amount:	
7	(i)	Issue Date:	
	(ii)	Interest Commencement Date:	
8	Maturity Date:		*[specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year]*[4]
9	Interest Rate Basis:		[% Fixed Rate] *[[specify reference rate] +/-% Floating Rate]* [Zero Coupon] [Index Linked Interest] [Other *(specify)*] *(further particulars specified below)*
10	Redemption/Payment Basis:		[Redemption at Par] [Index Linked Redemption] [Dual Currency] [Partly Paid] [Instalment] *[Other (specify)]*
11	Change of Interest or Redemption/ Payment Basis:		*[Specify details of any provision for convertibility of Notes into another interest or redemption/payment basis]*
12	(i)	Status of the Notes:	[Senior/Other *(specify)*]
	(ii)	Status of the Guarantee:	[Senior/Other *(specify)*]
13	Listing:		[SGX-ST/Other *(specify)*/None]
14	Method of distribution:		[Syndicated/Non-syndicated]
15	Note Ratings:		[The Notes are expected to be rated: [[ ] (Moody's)] [and] [ ] (S&P)]

Provisions Relating to Interest (if any) Payable

16	**Fixed Rate Note Provisions**		[Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(i)	Interest Rate:	% per annum [payable [annually/semi-annually/ quarterly/ monthly] in arrear]
	(ii)	Interest Payment Date(s):	in each year [adjusted in accordance with *[specify Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]/not adjusted]*

[4] Note that for fixed rate Notes denominated in Renminbi, where the interest payment dates and maturity date are subject to a business day convention, specify an Interest Payment Date falling in or nearest to the relevant month and year.

	(iii)	Business Day Convention:	*[Floating Rate Business Day Convention]* [Following Business Day Convention] [Modified Following Business Day Convention]***5*** [Preceding Business Day Convention]
	(iv)	Fixed Coupon Amount [(s)]:	[ ] per [ ] in nominal amount *(Note: For Renminbi denominated Fixed Rate Notes where the Interest Payment Dates are subject to modification, the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure to the nearest CNY0.01, CNY0.005, being rounded upwards)*
	(v)	Broken Amount:	*[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount [(s)] and the Interest Payment Date(s) to which they relate]*
	(vi)	Day Count Fraction:	(Day count fraction should be Actual/Actual-ISMA for all fixed rate issues other than those denominated in U.S. dollars)[6]
	(vii)	Determination Date(s):	[ ] in each year. [*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*][7]
	(viii)	Other terms relating to the method of calculating interest for Fixed Rate Notes:	[Not Applicable/*give details*]
17	**Floating Rate Provisions**		[Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(i)	Interest Accrual Period(s):	[ ][8] [The end date of each Interest Accrual Period shall be subject to adjustment in accordance with the Business Day Convention specified in paragraph 17(v) below/ Not subject to any adjustment]
	(ii)	Specified Interest Payment Dates:	[ ][The [ ] Business Day following the final Interest Period Date of each Interest Accrual Period; except in respect of the final Interest Accrual Period, for which the Specified Interest Payment Date shall be the Maturity Date or any earlier redemption date][9] [, subject, in each case, to adjustment in accordance with the Business Day Convention specified in paragraph 17(v) below/, not subject to any adjustment][10]

5 For Notes denominated in Renminbi and cleared through the CMU, specify: "Modified Following Business Day Convention".

6 For fixed rate Notes denominated in Renminbi, specify: "Actual/365 (Fixed)".

7 Only to be completed for an issue where Day Count Fraction is Actual/Actual-ISMA.

8 Interest Accrual Periods should be specified explicitly in the case of Compounded Daily SOFR (SOFR Payment Delay), as in that case each Specified Interest Payment Date will fall after the end of the relevant Interest Accrual Period.

9 This text will be included in the case of Compounded Daily SOFR (SOFR Payment Delay).

10 Specified Interest Payment Dates will not normally be subject to adjustment in the case of Compounded Daily SOFR (SOFR Payment Delay).

(iii)	First Interest Payment Date:	[ ][, subject, in each case, to adjustment in accordance with the Business Day Convention specified in paragraph 17(v) below/, not subject to any adjustment][11]
(iv)	Interest Period Date(s):	[ ] [, subject, in each case, to adjustment in accordance with the Business Day Convention specified in paragraph 17(v) below/, not subject to any adjustment] *(Not applicable unless different from Interest Payment Date)*
(v)	Business Day Convention:	[Floating Rate Business Day Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention][Other *(give details)*]
(vi)	Business Centre(s):	
(vii)	Manner in which the Rate(s) of Interest is/ are to be determined:	[Screen Rate Determination][ISDA Determination][Commercial Paper Rate][Prime Rate][CD Rate][Federal Funds Rate][Treasury Rate][CMT Rate][Other *(give details)*]
(viii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s):	[Calculation Agent] / (*specify*)
(ix)	Screen Rate Determination:	[Applicable – Term Rate/Applicable – SOFR Benchmark/Applicable – SONIA Benchmark/ Applicable – SORA Benchmark/Not Applicable]
	— Reference Rate:	[SOFR/SONIA/SORA/Other (*specify*)]
	— Relevant Time:	
	— Relevant Screen Page:	
	— Interest Determination Date:	[[ ][TARGET] Business Days in [*specify city*] for [*specify currency*] prior to [the first day in each Interest Accrual Period/ each Interest Payment Date]] [[ ]U.S. Government Securities Business Days prior to the last day of each Interest Accrual Period][12] [[ ] U.S. Government Securities Business Days prior to the first day in each Interest Accrual Period][13] [The Singapore Business Day [immediately following/falling [ ] after] the end of [each Observation Period/the SORA Rate Cut-Off Date/Interest Accrual Period] (*Note that Interest Determination Date should fall at least five business days prior to the Interest Payment Date unless otherwise agreed with the Calculation Agent*)][14]

11 Specified Interest Payment Dates will not normally be subject to adjustment in the case of Compounded Daily SOFR (SOFR Payment Delay).

12 To be included in the case of Simple SOFR Average, Compounded Daily SOFR (SOFR Observation Lag, SOFR Observation Shift or SOFR Lockout) or Compounded SOFR Index.

13 To be included in the case of Term SOFR.

14 To be included where the Reference Rate is SORA Benchmark.

	[The Interest Period Date at the end of each Interest Accrual Period; except in respect of the final Interest Accrual Period, for which the Interest Determination Date will be the SOFR Rate Cut-Off Date][15]
	[The date which is ["*p*"] London Business Days prior to each Interest Payment Date][16]
— Reference Banks:	*[Specify four]*
— Relevant Financial Centre:	[The financial centre most closely connected to the Benchmark — *specify if not London*]
— SOFR Benchmark:	[Simple SOFR Average/Compounded Daily SOFR/Compounded SOFR Index/Term SOFR][Not Applicable]
— SONIA Benchmark:	[SONIA Compounded Index Rate/SONIA Compounded Daily Reference Rate with [Observation Shift/Lag] where "*p*" is [*specify not less than 5 London Business Days*] London Business Days][Not Applicable]
— SORA Benchmark:	[Compounded Daily SORA/SORA Index Average][Not Applicable]
— Compounded Daily SOFR:	[SOFR Observation Lag/SOFR Payment Delay/SOFR Lockout/SOFR Observation Shift][Not Applicable]
— Compounded Daily SORA:	[Lockout/Lookback/Backward Shifted Observation Period/ Payment Delay][Not Applicable]
— Lookback Days:	[ ] U.S. Government Securities Business Days][17][Not Applicable]
— SOFR Rate Cut-Off Date:	[ ] U.S. Government Securities Business Days prior to the end of each Interest Accrual Period, the Maturity Date or the relevant Optional Redemption Date, as applicable][18][Not Applicable]
— SORA Rate Cut-Off Date:	[The day that is [ ] Singapore Business Day(s) prior to the end of each Interest Accrual Period, the Maturity Date or the relevant Optional Redemption Date][19] [Not Applicable]
— SOFR Observation Shift Days:	[ ] U.S. Government Securities Business Days][20] [Not Applicable]
— Interest Payment Delay Days:	[ ] U.S. Government Securities Business Days][21] [Not Applicable]
— Interest Payment Delay:	[[ ] Singapore Business Days][22] [Not Applicable]

15 To be included in the case of Compounded Daily SOFR (SOFR Payment Delay).
16 To be included where the Reference Rate is SONIA Benchmark.
17 Only applicable in the case of Compounded Daily SOFR (Observation Lag).
18 Only applicable in the case of Simple SOFR Average or Compounded Daily SOFR (SOFR Payment Delay or SOFR Lockout).
19 Only applicable in the case of Compounded Daily SORA (Payment Delay).
20 Only applicable in the case of Compounded Daily SOFR (Observation Shift) or Compounded SOFR Index.
21 Only applicable in the case of Compounded Daily SOFR Payment Delay.
22 Only applicable in the case of Compounded Daily SORA (Payment Delay).

	— SOFR $Index_{Start}$:	[ ] U.S. Government Securities Business Days][23] [Not Applicable]
	— SOFR $Index_{End}$:	[ ] U.S. Government Securities Business Days][24] [Not Applicable]
	— Term SOFR Rate:	[ ] Month Term SOFR/*Specify other*][25] [Not Applicable]
	— Term SOFR Conventions:	*(Include any Term SOFR Conventions recommended by the Alternative Reference Rates Committee)*
	— "*p*":	[ ][26]
	— Fallback Provisions:	[Independent Adviser/Benchmark Discontinuation (SOFR)/Benchmark Discontinuation (SORA)]
(x)	ISDA Determination:	
	— ISDA Definitions:	[2006 ISDA Definitions/2021 ISDA Definitions]
	— Floating Rate Option:	*(If 2021 ISDA Definitions selected, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))*
	— Designated Maturity:	[[ ]/[Not Applicable][27]
	— Reset Date:	
	— Compounding:	[Applicable/Not Applicable] *(If not applicable, delete the remaining items of this subparagraph)*
	— Compounding Method:	[Compounding with Lookback Lookback: [ ] Applicable Business Days] [Compounding with Observation Period Shift Observation Period Shift: [ ] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [ ]/[Not Applicable]] [Compounding with Lockout Lockout: [ ] Lockout Period Business Days Lockout Period Business Days: [ ]/ [Applicable Business Days]]
	— Averaging:	[Applicable/Not Applicable] *(If not applicable, delete the remaining items of this subparagraph)*

[23] Only applicable in the case of Compounded SOFR Index.
[24] Only applicable in the case of Compounded SOFR Index.
[25] Only applicable in the case of Term SOFR.
[26] Only applicable in the case of SONIA Compounded Index Rate, SONIA Compounded Daily Reference Rate (Observation Shift or Lag), Compounded Daily SORA (Lockout, Lookback or Backward Shifted Observation Period) or SORA Index Average.
[27] A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate.

	— Averaging Method:	[Averaging with Lookback Lookback: [ ] Applicable Business Days] [Averaging with Observation Period Shift Observation Period Shift: [ ] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [ ]/[Not Applicable]] [Averaging with Lockout Lockout: [ ] Lockout Period Business Days Lockout Period Business Days: [ ]/ [Applicable Business Days]]
	— Index Provisions:	[Applicable/Not Applicable] *(If not applicable, delete the remaining items of this subparagraph)*
	— Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [ ] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [ ]/[Not Applicable]][28]
	— ISDA Definitions Modifications: (if different from those set out in the Conditions):	
(xi)	Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short][first/last] Interest Accrual Period shall be calculated using linear interpolation (specify for each short or long Interest Accrual Period)]
(xii)	Spread:	[+/-]% per annum
(xiii)	Minimum Rate of Interest:	% per annum
(xiv)	Maximum Rate of Interest:	% per annum
(xv)	Day Count Fraction:	
(xvi)	Spread Multiplier:	
(xvii)	Calculation Date:	
(xviii)	Initial Interest Rate:	
(xix)	Interest Payment Date:	
(xx)	Regular Record Date:	
(xxi)	Index Maturity:	
(xxii)	Index Determination Date:	
(xxiii)	Index Reset Date:	
(xxiv)	Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:	

[28] Only applicable in the case where Index Provisions are specified to be applicable.

(xxv) Variable Rate Notes:

— Interest Commencement Date: *[Specify date(s)]*

— Interest Payment Date: *[Specify date(s)]*

— Interest Accrual Period: *[Specify dates]*

— Relevant Dealer: *[Specify]*

— Other terms or special conditions: [Not applicable/*give details*]

— Calculation Agent: *[Specify]*

18 Zero Coupon Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Amortisation Yield: % per annum

(ii) Day Count Fraction:

(iii) Any other formula/basis of determining amount payable:

19 Index Linked Interest Note Provisions *[Applicable/Not Applicable]*
(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Index/Formula: *[Give or annex details]*

(ii) Calculation Agent responsible for calculating the interest due:

(iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable:

(iv) Interest Accrual Period(s):

(v) Specified Interest Payment Dates:

(vi) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other *(give details)*]

(vii) Business Centre(s):

(viii) Minimum Rate of Interest: % per annum

(ix) Maximum Rate of Interest: % per annum

(x) Day Count Fraction:

20 Dual Currency Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Rate of Exchange/Method of calculating Rate of Exchange: *[Give details]*

(ii) Calculation Agent, if any, responsible for calculating the principal and/or interest due:

(iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:

(iv) Person at whose option Specified Currency(ies) is/are payable:

(v) Day Count Fraction:

Provisions Relating to Redemption

21	**Optional Redemption**		[Applicable/Not Applicable] *(If applicable, provide further details, including the amount of spread for purposes of determining the Make Whole Amount (in the case of New York law governed Notes) or the Make Whole Call Reference Rate and the amount of spread for purposes of determining the Optional Redemption Amount (in the case of English law or Singapore law governed Notes))*
22	**Optional Tax Redemption**		[Applicable/Not Applicable]
23	**Additional Call Options**		[Applicable/Not Applicable]
23A	**Call Option from non-QIB/QP holder**		[Applicable. See "Important Information for Investors Relating to the U.S. — Ability of the Issuer to Compel Sale of or Redeem DTC Restricted Global Note" below.][Not Applicable]
23B	(i)	Additional Call Option Optional Redemption Date(s):	[*Insert date that is three/six/applicable months prior to maturity date*]
	(ii)	Additional Call Option Optional Redemption Amount(s) of each Note:	Par
	(iii)	If redeemable in part:	
		(a)Minimum Redemption Amount:	[ ] per [ ] in nominal amount
		(b)Maximum Redemption Amount:	[ ] per [ ] in nominal amount
	(iv)	Additional Call Option Notice Period:	The Issuer may, on giving not less than [15] nor more than [30] days' irrevocable notice to the Noteholders, redeem all or some of the Notes on the Additional Call Option Redemption Date.]
24	**Put Option**		[Applicable/Not Applicable] *(If applicable, provide further details)*
25	**Final Redemption Amount of each Note**		[per Note of specified denomination/ Other/See Appendix]
26	**Early Redemption Amount**		
	(i)	Early Redemption Amount(s) of each Note payable on redemption for taxation reasons or an event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):	
	(ii)	Redemption for taxation reasons permitted on days other than Interest Payment Dates:	[Yes/No]
	(iii)	Unmatured Coupons to become void upon early redemption (Bearer Notes only):	[Yes/No/Not Applicable]

General Provisions Applicable to the Notes

27	Form of Notes:	Bearer Notes/Registered Notes [*Delete as appropriate*]
	(i) Form of Global Note:	[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes on days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] [Temporary Global Note exchangeable for Definitive Notes on days' notice] [Permanent Global Note exchangeable for Definitive Notes on days' notice/at any time/in the limited circumstances specified in the Permanent Global Note] [Regulation S Global Note [and DTC Restricted Global Note, each] exchangeable for Definitive Registered Notes only in the limited circumstances specified in the Indenture/Singapore Law Trust Deed/English Law Trust Deed]
	(ii) Applicable TEFRA Rules:	[C Rules/D Rules/Not Applicable] [*In the case of Bearer Notes, "Not Applicable" can only be used if the Notes have a term of 365 days or less (taking into account any unilateral rights to rollover or extend the term)*]
28	Financial centre(s) or other special provisions relating to payment dates:	[Not Applicable/*Give details. Note that this item relates to the date and place of payment, and not interest period end dates, to which items 17(vi) and 19(vii) relate]* [For the avoidance of doubt, "business day" for these Notes shall include the following: (a) [*repeat the details of the Financial Centre(s) as per above if applicable*]; [and] (b) [New York City] / [Hong Kong] / [Singapore] / [London] / [TARGET Business Day (in the case of euro, the date on which the TARGET System is operating)]]
29	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. *If yes, give details*]
30	Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:	[Yes/No. *If yes, give details*]
31	Details relating to Instalment Notes:	[Not Applicable/*give details*]
	(i) Instalment Amount(s):	
	(ii) Instalment Date(s):	

	(iii) Minimum Instalment Amount:	
	(iv) Maximum Instalment Amount:	
32	Redenomination, renominalisation and reconventioning provisions:	[Not Applicable/The provisions [in Condition] [annexed to this Pricing Supplement] apply]
33	Consolidation provisions:	[Not Applicable/The provisions [in Condition] [annexed to this Pricing Supplement] apply]
34	Other terms or special conditions:	[Not Applicable/*give details*]
34A	Governing Law:	

Distribution

35	(i) If syndicated, names of Dealers:	[Not Applicable/*give names*]
	(ii) Stabilising Manager (if any):	[Not Applicable/*give name*]
	(iii) Dealer's Commission:	
36	If non-syndicated, name of Dealer:	[Not Applicable/*give name*]
37	Additional selling restrictions:	[Not Applicable/The Notes are Section 3(c)(7) securities issued in reliance on an exemption under the U.S. Investment Company Act of 1940, as amended. The eligible investors and transfer restrictions described below in the section entitled "Important Information for Investors Relating to the U.S." apply./The Notes may not be offered, sold or transferred within the United States or to, or for the account or benefit of, U.S. persons./See "Additional Selling Restrictions" below/*give details*]
38	Prohibition of Sales to EEA Retail Investors	[Applicable/Not Applicable]
39	Prohibition of Sales to UK Retail Investors	[Applicable/Not Applicable]

Operational Information

40	ISIN Code:	
41	Common Code:	
42	CUSIP No.:	
43	The Central Moneymarkets Unit (the "CMU") Service Instrument Number:	
44	Clearing System(s):	[CDP] [DTC] [Euroclear and Clearstream, Luxembourg] *(if any clearing system(s) other than CDP, DTC or Euroclear and Clearstream, Luxembourg, provide the following information)* [Name of Clearing System(s)/Identification Number(s)]
45	Delivery:	Delivery [against/free of] payment
46	The Agents appointed in respect of the Notes are:	[*Note: A member of the CMU operated by the Hong Kong Monetary Authority may act as a custodian for persons seeking to hold bonds through the CMU so long as such CMU member has subscribed to the CMU-Euroclear linkage service (a "Qualifying*

		CMU Member"). Accordingly, any persons seeking to hold a beneficial interest in Notes denominated in Renminbi through the CMU are advised to contact a Qualifying CMU Member to establish eligibility.]

General

47	Additional steps that may only be taken following approval by an Extraordinary Resolution in accordance with :	[Not Applicable/*give details*]
48	The aggregate principal amount of Notes issued has been translated into U.S. dollars at the rate of , producing a sum of (for Notes not denominated in U.S. dollars):	[Not Applicable/US$]
49	(i) Rebates:	[A rebate of [ ] bps is being offered by the Issuer to all private banks for orders they place (other than in relation to Notes subscribed by such private banks as principal whereby they are deploying their own balance sheets for onward selling to investors), payable upon closing of this offering based on the principal amount of the Notes distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the capital market intermediaries otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate.] / [Not Applicable]
	(ii) Contact email addresses of the Overall Coordinators where underlying investor information in relation to omnibus orders should be sent:	[*Include relevant contact email addresses of the Overall Coordinators where the underlying investor information should be sent – OCs to provide]* / *[Not Applicable*]
	(iii) Marketing and Investor Targeting Strategy:	[*Give details if different from the Offering Circular dated [ ]*]

[LISTING APPLICATION

This Pricing Supplement comprises the final terms required to list the issue of Notes described herein pursuant to the Issuer's US$25,000,000,000 Guaranteed Global Medium Term Note Programme.]

[STABILISING

In connection with the issue of the Notes, one or more Dealers named as stabilising manager (the "Stabilising Manager(s)") (or persons acting on behalf of any Stabilising Manager) in the relevant Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Notes and 60 days after the date of the allotment of the Notes.]

[ADDITIONAL SELLING RESTRICTIONS

Each of the Dealers in respect of the series of Notes to be issued under the Programme has represented, acknowledged and agreed that it has complied with the selling restrictions set forth in the

section entitled "Plan of Distribution — Selling Restrictions" in the Offering Circular dated and the additional selling restrictions set forth below in the offering of such Notes: [*specify applicable additional selling restrictions*].]

[IMPORTANT INFORMATION FOR INVESTORS RELATING TO THE U.S.

As described more fully below, there are certain restrictions regarding the Notes which affect potential investors. These restrictions modify the restrictions set forth in the section entitled "Plan of distribution — Selling restrictions — United States" in the Offering Circular dated . These restrictions include prohibitions on sale or transfer in the offering of the Notes and thereafter to persons in circumstances which would cause either the Issuer or the Guarantor to be required to be registered as an investment company under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), or the Notes to be required to be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"). [References to the "Indenture" shall mean the second amended and restated indenture dated as of 18 July 2022 and as further amended and supplemented by a supplemental indenture in relation to the Notes, to be dated as of the date of original issuance of the Notes, in each case among the Issuer, the Guarantor and Deutsche Bank Trust Company Americas as the trustee (the "New York Trustee").] [References to the "English Law Trust Deed" shall mean the second amended and restated trust deed dated 18 July 2022 and as a further amended and supplemented by a supplemental trust deed in relation to the Notes, to be dated the date of original issuance of the Notes, in each case among the Issuer, the Guarantor and DB Trustees (Hong Kong) Limited as the trustee (the "English Trustee") and references to the "English Agency Agreement" shall mean the agency agreement dated 3 February 2010, as amended and supplemented by the first supplemental agency agreement dated 9 July 2012, among the Issuer, the Guarantor, the English Trustee, Deutsche Bank Luxembourg S.A. as registrar, Deutsche Bank AG, Hong Kong Branch and Deutsche Bank AG, Singapore Branch as initial issuing and paying agent and the other agents named in it, as further amended by a notice of termination of the appointments of the initial registrar, issuing and paying agent and the other agents dated 26 June 2020 and a letter of appointment of Citibank, N.A., London Branch as registrar and Citibank, N.A., London Branch and Citicorp Investment Bank (Singapore) Limited as issuing and paying agent and the other agents dated 26 June 2020, and as further amended and supplemented by a supplemental agency agreement in relation to the Notes, to be dated the date of original issuance of the Notes.]

Eligible Investors

The Notes may only be offered or sold (A) to U.S. persons or persons in the United States who are both "qualified institutional buyers" (each a "QIB") as defined in Rule 144A under the Securities Act ("Rule 144A") and "qualified purchasers" (each, a "QP") as defined in the Investment Company Act, in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 144A, or (B) outside the United States, to non-U.S. persons in offshore transactions in reliance on Regulation S under the Securities Act ("Regulation S"). The terms "U.S. person" and "offshore transaction" have the meanings set forth in Regulation S. Neither the Issuer nor the Guarantor will be registered under the Investment Company Act and investors will not be entitled to the benefits of the Investment Company Act.

Bearer Notes generally may not be offered or sold to a person within the United States or its possessions or to a United States person (as defined in the U.S. Internal Revenue Code of 1986, as amended (the "Code")), subject to certain exceptions.

A description of the transfer restrictions applicable to the Notes, including Notes initially sold in the United States or to U.S. persons, is set forth below in the section entitled "— Transfer Restrictions".

DTC Restricted Global Notes

Each initial purchaser, and each subsequent purchaser or transferee, of Notes offered hereby in reliance on Rule 144A and the exemption provided by Section 3(c)(7) of the Investment Company Act (or any beneficial interest therein), including interests in DTC Restricted Global Notes, will be deemed by its acceptance thereof to have represented and agreed, on its own behalf and on behalf of each account for which it is purchasing and each person for which it is acting, as follows:

(1) Such person (i) is a QIB and a QP; (ii) is not a broker-dealer which owns and invests on a discretionary basis less than US$25 million in securities of unaffiliated issuers; (iii) is not a participant-directed employee plan, such as a plan described in subsections (a)(1)(i)(D), (E) or (F) of Rule 144A; and (iv) (x) either (a) is not and is not using the assets of any (i) "employee benefit

plan" which is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), "plan" which is subject to Section 4975 of the Code or entity whose underlying assets are treated as assets of any such employee benefit plan or plan pursuant to 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA, or otherwise (each, a "Plan"), or (ii) governmental, church or non-U.S. plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code ("Similar Law"), or entity whose assets are treated as assets of any such plan, or (b) its purchase, holding and subsequent disposition of a DTC Restricted Global Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or violation of applicable Similar Law, and (y) if it is, or is purchasing or holding the DTC Restricted Global Note on behalf of or with the assets of, a Plan, (i) none of the Issuer, Temasek, the Arrangers or the Dealers or any of their respective affiliates has provided any investment recommendation or investment advice to the Plan, or its fiduciary or other person investing the Plan's assets ("Plan Fiduciary"), in connection with the decision to invest in the DTC Restricted Global Note, and none of them is otherwise undertaking to act as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Plan or the Plan Fiduciary in connection with its investment in the DTC Restricted Global Note (unless a statutory or administrative exemption applies (all of the applicable conditions of which are satisfied) or the transaction is not otherwise prohibited), and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the DTC Restricted Global Note.

(2) Such person (i) was not formed for the purpose of investing in the Issuer (unless each beneficial owner of its securities is a QP); and (ii) is acquiring an interest in the Notes for its own account as principal, or for the account of one or more other persons who are able to and who shall be deemed to make all of the representations and agreements deemed made by such person and for whom such person exercises sole investment discretion.

(3) Such person understands and acknowledges that the Notes have not been and will not be registered under the Securities Act and accordingly may not be offered or sold as part of its initial distribution within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

(4) Such person understands and acknowledges that neither the Issuer nor the Guarantor has registered, and neither the Issuer nor the Guarantor intends to register, as an "investment company" (as such term is defined under the Investment Company Act and related rules) and that the Issuer and the Guarantor have imposed the transfer and offering restrictions with respect to persons in the United States and U.S. persons described herein so that the Issuer and the Guarantor will qualify for the exemption provided under Section 3(c)(7) of the Investment Company Act and will have no obligation to register as an investment company.

(5) Such person agrees that its Notes may only be sold, transferred, assigned, pledged, delivered or otherwise disposed of in compliance with the Securities Act and other applicable securities laws (i) to the Guarantor or any subsidiary thereof, (ii) to a U.S. person or to a person in the United States whom it reasonably believes is both a QIB and a QP (x) in a transaction meeting the requirements of Rule 144A or (y) pursuant to any other available exemption from the registration requirements of the Securities Act, or (iii) outside the United States to a non-U.S. person in an offshore transaction complying with the provisions of Regulation S under the Securities Act (including, for the avoidance of doubt, a bona fide sale on the Singapore Exchange Securities Trading Limited) (the "SGX-ST"), provided, that it delivers to the Issuer and the Guarantor an Offshore Transaction Letter substantially in the form appended to [the Indenture] [the English Agency Agreement]. The term "offshore transaction" has the meaning set forth in Regulation S. Such person understands that the transfer restrictions will remain in effect until the Issuer determines, in its sole discretion, to remove them.

(6) Such person agrees that its Notes may be sold, transferred, assigned, pledged, delivered or otherwise disposed of only in minimum denominations of US$250,000.

(7) Such person understands that, subject to certain exceptions, to be a QP, entities must have US$25 million in "investments" as defined in Rule 2a51-1 under the Investment Company Act.

(8) Such person agrees, upon a proposed transfer of its Notes, to notify any purchaser of such Notes or the executing broker, as applicable, of any transfer restrictions that are applicable to the Notes being sold.

(9) Such person understands and acknowledges that (i) the [New York] [English] Trustee, the Issuer, the Guarantor and their agents shall not be obligated to recognise any resale or other transfer of the Notes made other than in compliance with the restrictions described herein; and (ii) the Issuer and its agents may require any U.S. Person or any person within the United States who is required under these restrictions to be a QP but is not a QP at the time it acquires a beneficial interest in the Notes to transfer the Notes within 30 days to a non-U.S. person in an offshore transaction complying with the provisions of Regulation S and if the obligation is not met, the Issuer is irrevocably authorised, without any obligation, to sell such Notes on an offshore stock exchange on such terms as the directors of the Issuer think fit, or the Issuer shall be entitled to redeem such Notes at par, being a Redemption Amount equal to the principal amount plus any accrued and unpaid interest to (but excluding) the Redemption Date.

(10) Such person agrees that neither it, nor any of its affiliates, nor any person acting on its or their behalf, will make any "directed selling efforts" as defined in Regulation S, or any "general solicitation or general advertising" as defined in Regulation D under the Securities Act, with respect to the Notes.

(11) Such person understands that the [New York] [English] Trustee, the Issuer and the Guarantor may receive a list of participants holding positions in the Notes from one or more book-entry depositories.

(12) Such person agrees that the Issuer, the Guarantor and others may rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

(13) Such person understands and acknowledges that any Notes issued to it in definitive form will bear the applicable restrictive legend as provided for in [the Indenture] [the English Law Trust Deed]. In addition, such person understands that the legend shall not be removed from the Notes unless the Issuer agrees, in its sole discretion, to remove the legend.

Regulation S Global Notes

Each initial purchaser, and each subsequent purchaser or transferee, of Notes offered hereby in reliance on Regulation S (or any beneficial interest therein), including interests in Regulation S Global Notes, will be deemed to have represented and agreed, on its own behalf and on behalf of each account for which it is purchasing and each person for which it is acting, as follows (terms used in this paragraph that are defined in Regulation S are used herein as defined therein):

(1) Such person is, at the time of the offer to it of Notes and at the time the buy order originated, outside the United States for purposes of Regulation S.

(2) Such person is not a U.S. person and is not acquiring the Notes for the account or benefit of a U.S. person.

(3) Such person is aware that the Notes have not been and will not be registered under the Securities Act and are being offered outside the United States in reliance on Regulation S.

(4) Such person understands that prior to the end of the expiration of the 40-day distribution compliance period, no exchange, sale, assignment, pledge, transfer or other disposal of interests in a Regulation S Global Note for interests in a DTC Restricted Global Note shall be permitted.

(5) Such person understands that interests in the Regulation S Global Notes may only be sold, transferred, pledged, delivered or otherwise disposed of (i) to the Guarantor or any subsidiary thereof, (ii) to a non-U.S. person in an offshore transaction complying with the provisions of Regulation S (including, for the avoidance of doubt, a bona fide sale on the SGX-ST), or (iii) after the expiration of the 40-day distribution compliance period following the issue date of the Notes, to a U.S. person or a person in the United States whom it reasonably believes is both a QIB and a QP (x) in a transaction that meets the requirements of Rule 144A or (y) pursuant to any other available exemption from the registration requirements of the Securities Act, and such transferee will then acquire such interests as interests in the DTC Restricted Global Note.

(6) Such person understands that any offer, sale, pledge or other transfer made other than in compliance with the above-stated restrictions shall not be recognised by the Issuer in respect of the Notes.

(7) Such person understands and acknowledges that any Notes issued to it in definitive form will bear the applicable restrictive legend as provided for in [the Indenture] [the English Law Trust Deed]. In addition, such person understands that the legend shall not be removed from the Notes unless the Issuer agrees, in its sole discretion, to remove the legend.

Transfer Restrictions

The Notes and the Guarantee have not been, and will not be, registered under the Securities Act, and have not been registered or qualified under any state securities laws in the United States or the securities laws of any other jurisdiction and, accordingly, may not be offered, resold, pledged, delivered or otherwise transferred in the United States or to, or for the account or benefit of, U.S. persons unless the Notes are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available, and except in accordance with the restrictions described below.

Any purchaser of DTC Restricted Global Notes may only sell, transfer, assign, pledge, or otherwise dispose of such Notes in compliance with the Securities Act and other applicable securities laws (i) to the Guarantor or any subsidiary thereof, (ii) to a U.S. person or a person in the United States whom it reasonably believes is both a QIB and a QP (x) in a transaction that meets the requirements of Rule 144A or (y) pursuant to any other available exemption from the registration requirements of the Securities Act, or (iii) outside the United States to a non-U.S. person in an offshore transaction complying with the provisions of Regulation S (including, for the avoidance of doubt, a *bona fide* sale on the SGX-ST), *provided* that such purchaser delivers to the Issuer and the Guarantor an Offshore Transaction Letter in the form of Appendix A hereto.

Each transferee, assignee, pledgee or other person acquiring any interest in a DTC Restricted Global Note will be deemed by its acceptance thereof to have made all of the representations and agreements set forth above in the section entitled "— Eligible Investors — DTC Restricted Global Notes".

Any purchaser of interests in the Regulation S Global Notes may only sell, transfer, assign, pledge, or otherwise dispose of such interests (i) to the Guarantor or any subsidiary thereof, (ii) to a non-U.S. person in an offshore transaction complying with the provisions of Regulation S (including, for the avoidance of doubt, a *bona fide* sale on the SGX-ST), or (iii) after the expiration of the 40-day distribution compliance period following the issue date of the Notes, to a U.S. person or a person in the United States whom it reasonably believes is both a QIB and a QP (x) in a transaction that meets the requirements of Rule 144A or (y) pursuant to any other available exemption from the registration requirements of the Securities Act, and such transferee will then acquire such interests as interests in the DTC Restricted Global Note.

Each transferee, assignee, pledgee or other person acquiring in any interest in a Regulation S Global Note will be deemed by its acceptance thereof to have made all of the representations and agreements set forth above in the section entitled "— Eligible Investors — Regulation S Global Notes".

Investor Representation Letters

In the event that any purchaser of DTC Restricted Global Notes that is located within the United States or that is a U.S. person transfers such Notes outside the United States in an offshore transaction complying with the provisions of Regulation S (including, for the avoidance of doubt, a *bona fide* sale on the SGX-ST), such transferor must execute an Offshore Transaction Letter in the form of Appendix A hereto and cause such letter to be promptly delivered to the Issuer and the Guarantor.

In addition, in the event any Notes are issued in definitive form ("Definitive Notes") in accordance with the provisions of [the Indenture] [the English Law Trust Deed], such Definitive Notes will bear a legend substantially in the form as provided for in [the Indenture] [the English Law Trust Deed] and before any U.S. person or person located in the United States may take delivery of any such Definitive Notes, such person must deliver to the Issuer and the Guarantor a representation letter substantially in the form as provided for in [the Indenture] [the English Law Agency Agreement].

Ability of the Issuer to Compel Sale of or Redeem DTC Restricted Global Note

The Issuer may, at its option, compel any beneficial owner of interests in the DTC Restricted Global Note to sell its interest in such Notes, or sell such interests on behalf of such holder, or redeem its interests in such Note at an amount equal to the principal amount plus any accrued and unpaid interest to (but excluding) [the Redemption Date (as defined in the Indenture)] [the date fixed for redemption], if such holder is not a QIB and a QP.

Legend

Each DTC Restricted Global Note representing the Notes will bear a legend substantially to the following effect, in addition to such other legends as may be necessary or appropriate, unless the Issuer determines otherwise in compliance with applicable law:

THIS NOTE (OR ITS PREDECESSOR) AND THE GUARANTEE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND UNDER THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. EACH PURCHASER OF THIS NOTE IS HEREBY NOTIFIED THAT THE SELLER OF THIS NOTE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A THEREUNDER AND THAT NEITHER THE ISSUER NOR THE GUARANTOR HAS BEEN OR WILL BE REGISTERED AS AN "**INVESTMENT COMPANY**" UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"), IN RELIANCE UPON EXEMPTIONS FROM THE DEFINITION OF "INVESTMENT COMPANY" UNDER THE INVESTMENT COMPANY ACT. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT (A) IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS BOTH A "**QUALIFIED INSTITUTIONAL BUYER**" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A "**QUALIFIED PURCHASER**" (AS DEFINED IN THE INVESTMENT COMPANY ACT), AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND THAT (B) THIS NOTE MAY BE RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF US$250,000 (1) TO THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (2) TO A U.S. PERSON OR A PERSON IN THE UNITED STATES WHOM THE SELLER REASONABLY BELIEVES IS BOTH A "**QUALIFIED INSTITUTIONAL BUYER**" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A "**QUALIFIED PURCHASER**" (AS DEFINED IN THE INVESTMENT COMPANY ACT) (X) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A OR (Y) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, OR (3) IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**") TO A PERSON OUTSIDE THE UNITED STATES AND NOT KNOWN BY THE SELLER TO BE A U.S. PERSON, IF EITHER (X) AT THE TIME THE BUY ORDER ORIGINATED THE PURCHASER WAS OUTSIDE THE UNITED STATES, OR THE SELLER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVED THE PURCHASER WAS OUTSIDE THE UNITED STATES OR (Y) THE SALE IS MADE IN A TRANSACTION EXECUTED IN A DESIGNATED OFFSHORE SECURITIES MARKET, AND TO A PERSON NOT KNOWN TO THE SELLER TO BE A U.S. PERSON BY PRE-ARRANGEMENT OR OTHERWISE, AND UPON CERTIFICATION TO THAT EFFECT BY THE SELLER IN WRITING IN AN OFFSHORE TRANSACTION LETTER IN THE FORM AS PROVIDED FOR IN [THE INDENTURE] [THE AGENCY AGREEMENT ENTERED INTO IN RELATION TO THIS NOTE] OR ANOTHER FORM ACCEPTABLE TO THE ISSUER. THE TERMS "**U.S. PERSON,**" "**OFFSHORE TRANSACTION**" AND "**DESIGNATED OFFSHORE SECURITIES MARKET**" HAVE THE MEANINGS SET FORTH IN REGULATION S. THE HOLDER AND EACH SUBSEQUENT HOLDER IS REQUIRED TO NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO IN (B) ABOVE. NONE OF THE [NEW YORK] [ENGLISH] TRUSTEE UNDER THE [INDENTURE] [ENGLISH LAW TRUST DEED] GOVERNING THIS NOTE, THE ISSUER, THE GUARANTOR OR THEIR AGENTS SHALL BE OBLIGATED TO RECOGNIZE ANY RESALE OR OTHER TRANSFER OF THIS NOTE AND THE GUARANTEE MADE OTHER THAN IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS REFERRED TO IN (B) ABOVE. THE ISSUER AND ITS AGENTS MAY REQUIRE ANY PERSON WHO IS REQUIRED TO BE A QUALIFIED PURCHASER AND A QUALIFIED INSTITUTIONAL BUYER BUT WHO IS NOT A QUALIFIED PURCHASER AND A QUALIFIED INSTITUTIONAL BUYER AT THE TIME IT ACQUIRES THIS NOTE TO TRANSFER THIS NOTE TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION PURSUANT TO REGULATION S WITHIN 30 DAYS. IF THIS NOTE IS NOT SO TRANSFERRED, THE ISSUER IS ENTITLED TO SELL THIS NOTE TO A PURCHASER SELECTED BY THE ISSUER OR REDEEM THIS NOTE FROM SUCH PERSON AT PAR, BEING A REDEMPTION AMOUNT EQUAL TO THE PRINCIPAL AMOUNT PLUS ANY ACCRUED AND UNPAID INTEREST TO (BUT EXCLUDING) THE REDEMPTION DATE.

THE HOLDER OF THIS NOTE, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT (X) EITHER (I) SUCH PERSON IS NOT AND IS NOT USING THE ASSETS OF ANY (A) "EMPLOYEE BENEFIT PLAN" AS DEFINED IN AND SUBJECT TO TITLE I OF THE

U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), "PLAN" SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE")** OR ENTITY WHOSE UNDERLYING ASSETS ARE TREATED AS ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN PURSUANT TO 29 CFR § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE (EACH, A "**PLAN**"), OR (B) GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR ENTITY WHOSE ASSETS ARE TREATED AS ASSETS OF ANY SUCH PLAN, OR (II) SUCH PERSON'S PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF APPLICABLE SIMILAR LAW, AND (Y) IF IT IS, OR IS PURCHASING OR HOLDING THIS NOTE ON BEHALF OF OR WITH THE ASSETS OF, A PLAN, (I) NONE OF THE ISSUER, TEMASEK, THE ARRANGERS OR THE DEALERS OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE TO THE PLAN, OR ITS FIDUCIARY OR OTHER PERSON INVESTING THE PLAN'S ASSETS ("**PLAN FIDUCIARY**"), IN CONNECTION WITH THE DECISION TO INVEST IN THIS NOTE, AND NONE OF THEM IS OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(E)(3) OF THE CODE, TO THE PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH ITS INVESTMENT IN THIS NOTE (UNLESS A STATUTORY OR ADMINISTRATIVE EXEMPTION APPLIES (ALL OF THE APPLICABLE CONDITIONS OF WHICH ARE SATISFIED) OR THE TRANSACTION IS NOT OTHERWISE PROHIBITED), AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS NOTE.

THIS NOTE IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN. EACH SELLER OF THIS NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN TO THE PURCHASER AND TO ANY EXECUTING BROKER.

UNLESS THIS GLOBAL NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OR TRANSFER, EXCHANGE OR PAYMENT, AND ANY REGISTERED NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS IS REQUIRED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Each Regulation S Global Note representing the Notes will bear a legend to the following effect, in addition to such other legends as may be necessary or appropriate, unless the Issuer determines otherwise in compliance with applicable law:

THIS NOTE (OR ITS PREDECESSOR) AND THE GUARANTEE IN RESPECT HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER, AND WERE ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER, THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND UNDER THE APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE OFFERED, RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM. TERMS USED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN REGULATION S UNDER THE SECURITIES ACT. NEITHER THE ISSUER NOR THE GUARANTOR HAS BEEN OR WILL BE REGISTERED AS AN "**INVESTMENT COMPANY**" UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"), IN RELIANCE UPON EXEMPTIONS FROM THE DEFINITION OF "INVESTMENT COMPANY" UNDER THE INVESTMENT COMPANY ACT. THE HOLDER OF THIS NOTE BY ITS ACCEPTANCE HEREOF REPRESENTS AND AGREES FOR THE BENEFIT OF THE ISSUER AND THE GUARANTOR THAT THIS NOTE MAY BE RESOLD, PLEDGED, DELIVERED OR OTHERWISE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF US$250,000 (1) TO THE GUARANTOR OR ANY SUBSIDIARY THEREOF, (2) IN AN

OFFSHORE TRANSACTION PURSUANT TO REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**") TO A PERSON OUTSIDE THE UNITED STATES AND NOT KNOWN BY THE SELLER TO BE A U.S. PERSON, IF EITHER (X) AT THE TIME THE BUY ORDER ORIGINATED THE PURCHASER WAS OUTSIDE THE UNITED STATES, OR THE SELLER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVED THE PURCHASER WAS OUTSIDE THE UNITED STATES OR (Y) THE SALE IS MADE IN A TRANSACTION EXECUTED IN A DESIGNATED OFFSHORE SECURITIES MARKET, AND TO A PERSON NOT KNOWN TO THE SELLER TO BE A U.S. PERSON BY PRE-ARRANGEMENT OR OTHERWISE, OR (3) AFTER THE EXPIRATION OF THE 40-DAY DISTRIBUTION COMPLIANCE PERIOD FOLLOWING THE ISSUE DATE OF THE NOTES, TO A U.S. PERSON OR A PERSON IN THE UNITED STATES WHOM THE SELLER REASONABLY BELIEVES IS BOTH A "**QUALIFIED INSTITUTIONAL BUYER**" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) AND A "**QUALIFIED PURCHASER**" (AS DEFINED IN THE INVESTMENT COMPANY ACT) (X) IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A OR (Y) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, AND SUCH TRANSFEREE WILL THEN HOLD THE ACQUIRED INTERESTS AS INTERESTS IN THE DTC RESTRICTED GLOBAL NOTE. THE TERMS "**U.S. PERSON,**" "**OFFSHORE TRANSACTION**" AND "**DESIGNATED OFFSHORE SECURITIES MARKET**" HAVE THE MEANINGS SET FORTH IN REGULATION S. THE HOLDER AND EACH SUBSEQUENT HOLDER IS REQUIRED TO NOTIFY ANY PURCHASER OF THIS NOTE FROM IT OF THE TRANSFER RESTRICTIONS REFERRED TO ABOVE.

NONE OF THE [NEW YORK] [ENGLISH] TRUSTEE, THE ISSUER, THE GUARANTOR OR THEIR AGENTS SHALL BE OBLIGATED TO RECOGNIZE ANY RESALE OR OTHER TRANSFER OF THIS NOTE AND THE GUARANTEE MADE OTHER THAN IN COMPLIANCE WITH THE TRANSFER RESTRICTIONS REFERRED TO ABOVE.

THE HOLDER OF THIS NOTE, BY ITS ACCEPTANCE HEREOF, REPRESENTS THAT (X) EITHER (I) SUCH PERSON IS NOT AND IS NOT USING THE ASSETS OF ANY (A) "EMPLOYEE BENEFIT PLAN" AS DEFINED IN AND SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), "PLAN" SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") OR ENTITY WHOSE UNDERLYING ASSETS ARE TREATED AS ASSETS OF ANY SUCH EMPLOYEE BENEFIT PLAN OR PLAN PURSUANT TO 29 CFR § 2510.3-101, AS MODIFIED BY SECTION 3(42) OF ERISA, OR OTHERWISE (EACH, A "**PLAN**"), OR (B) GOVERNMENTAL, CHURCH OR NON-U.S. PLAN THAT IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), OR ENTITY WHOSE ASSETS ARE TREATED AS ASSETS OF ANY SUCH PLAN, OR (II) SUCH PERSON'S PURCHASE, HOLDING AND SUBSEQUENT DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF APPLICABLE SIMILAR LAW, AND (Y) IF IT IS, OR IS PURCHASING OR HOLDING THIS NOTE ON BEHALF OF OR WITH THE ASSETS OF, A PLAN, (I) NONE OF THE ISSUER, TEMASEK, THE ARRANGERS OR THE DEALERS OR ANY OF THEIR RESPECTIVE AFFILIATES HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE TO THE PLAN, OR ITS FIDUCIARY OR OTHER PERSON INVESTING THE PLAN'S ASSETS ("**PLAN FIDUCIARY**"), IN CONNECTION WITH THE DECISION TO INVEST IN THIS NOTE, AND NONE OF THEM IS OTHERWISE UNDERTAKING TO ACT AS A FIDUCIARY, AS DEFINED IN SECTION 3(21) OF ERISA OR SECTION 4975(E)(3) OF THE CODE, TO THE PLAN OR THE PLAN FIDUCIARY IN CONNECTION WITH ITS INVESTMENT IN THIS NOTE (UNLESS A STATUTORY OR ADMINISTRATIVE EXEMPTION APPLIES (ALL OF THE APPLICABLE CONDITIONS OF WHICH ARE SATISFIED) OR THE TRANSACTION IS NOT OTHERWISE PROHIBITED), AND (II) THE PLAN FIDUCIARY IS EXERCISING ITS OWN INDEPENDENT JUDGMENT IN EVALUATING THE INVESTMENT IN THIS NOTE.

THIS NOTE IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH THE RESTRICTIONS DESCRIBED HEREIN. EACH SELLER OF THIS NOTE AGREES TO PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN TO THE PURCHASER AND TO ANY EXECUTING BROKER.]

Offshore Transaction Letter

To:

Temasek Financial (I) Limited
60B Orchard Road
#06-18
The Atrium @ Orchard
Singapore 238891

as Issuer

Temasek Holdings (Private) Limited
60B Orchard Road
#06-18
The Atrium @ Orchard
Singapore 238891

as Guarantor

With a copy to:

Deutsche Bank Trust Company Americas
Trust & Agency Services
Global Transaction Banking
1 Columbus Circle, 4th Floor
Mail Stop: NYC01-1710
New York, NY10019

as Trustee

Re: [ ] Series of Guaranteed Notes (the "***Notes***") under the US$25,000,000,000 Guaranteed Global Medium Term Note Programme

Ladies and Gentlemen:

Reference is hereby made to the Second Amended and Restated Indenture, dated as of 18 July 2022, and as further amended and supplemented by a [ ] Supplemental Indenture in relation to the Notes, dated as of the date of original issuance of the Notes (collectively, the "***Indenture***"), among Temasek Financial (I) Limited, as the issuer (the "***Issuer***"), Temasek Holdings (Private) Limited, as the guarantor (the "***Guarantor***"), and Deutsche Bank Trust Company Americas, as the trustee (the "***Trustee***"). Capitalised terms used but not defined herein shall have the meanings given to them in the Indenture.

This letter (an "***Offshore Transaction Letter***") relates to the sale or other transfer by us of interests in a DTC Restricted Global Note representing the Notes in an offshore transaction pursuant to Regulation S ("***Regulation S***") under the U.S. Securities Act of 1933, as amended (the "***Securities Act***").

Capitalised terms used but not defined herein shall have the meanings given to them in Regulation S, except as otherwise stated herein.

We acknowledge (or if we are acting for the account of another person, such person has confirmed that it acknowledges) that the Notes have not been and will not be registered under the Securities Act and that neither the Issuer nor the Guarantor has registered, and neither the Issuer nor the Guarantor intends to register, as an "investment company" under the Investment Company Act of 1940, as amended (the "***Investment Company Act***").

We hereby certify as follows:

1. The offer and sale of the Notes was not and will not be made to a person in the United States or to a person known by us to be a U.S. Person.

2. Either: (a) at the time the buy order for the Notes was originated, the buyer was outside the United States or we and any person acting on our behalf reasonably believed that the buyer was outside the United States; or (b) the transaction in the Notes was executed in, on or through the facilities of a designated offshore securities market (including the Singapore

Exchange Securities Trading Limited), and neither we nor any person acting on our behalf knows that the transaction was pre-arranged with a buyer in the United States.

3. Neither we, nor any of our affiliates, nor any person acting on our or their behalf, has made any directed selling efforts in the United States with respect to the Notes.
4. The proposed transfer of the Notes is not part of a plan or scheme to evade the registration requirements of the Securities Act or the Investment Company Act.
5. None of the Issuer, the Guarantor or any of their agents participated in the sale of the Notes.
6. If the transfer is in accordance with Rule 904 of Regulation S, and we are a dealer in securities or have received a selling concession, fee or other remuneration in respect of the Notes, and the transfer is to occur during the Distribution Compliance Period (as defined in the Indenture), that the requirements of Rule 904(b)(i) of Regulation S have been satisfied.
7. We agree, prior to the sale of the Notes, to notify the purchaser of such Notes or the executing broker, as applicable, of the transfer restrictions that are applicable to the Notes being sold.
8. We agree that the Issuer, the Guarantor and others may rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements.

[Where there are joint transferors, each must sign this Offshore Transaction Letter. An Offshore Transaction Letter of a corporation must be signed by an authorised officer or be completed otherwise in accordance with such corporation's constitution (evidence of such authority may be required).]

Very truly yours,

[NAME OF TRANSFEROR]

By: _____
Name:
Title:
Address:

Date:

Annex C —
Constitutional safeguards

The following is a general summary of the provisions in the Constitution of Singapore relating to Temasek as a company specified in Part 2 of the Fifth Schedule to the Constitution as at the date of this Offering Circular. This summary is for general information only and does not purport to be a comprehensive description or exhaustive statement of applicable laws as at the date of this Offering Circular. All references to "CEO" in this Annex C refer to the Chief Executive Officer of Temasek Holdings (Private) Limited.

The Constitution is the supreme law of Singapore.

The Constitution provides that the President of Singapore (the "President"), who shall be elected by the citizens of Singapore in accordance with any law made by the Legislature of Singapore, shall be the Head of State. A constitutional framework relating to the safeguarding of reserves (namely, the excess of assets over liabilities) of the Government of Singapore (the "Government"), statutory boards specified in Part 1 of the Fifth Schedule to the Constitution (each, a "Statutory Board") and Government companies specified in Part 2 of the Fifth Schedule to the Constitution (each, a "Fifth Schedule Company") is set out in the Constitution. The Constitution provides for the President to exercise certain powers over the appointment of directors and the chief executive officer, the budget and certain proposed transactions of a Fifth Schedule Company. Temasek, being a Fifth Schedule Company specified in Part 2 of the Fifth Schedule to the Constitution, is subject to such powers of the President and the constitutional safeguards summarised below.

Appointment of Directors and Chief Executive Officer

The appointment or removal of any person as a director of Temasek ("Director") or CEO is not permitted unless the President, acting in his discretion, concurs with such appointment or removal, and without such concurrence of the President, the appointment or removal is void and of no effect. The term of appointment of a Director may not exceed three years. At the expiry of the term of appointment, a Director is eligible for reappointment.

Annual Budgets and Certain Proposed Transactions

Before the commencement of each financial year of Temasek, the Board of Directors is required to present to the President for his approval its annual budget (as well as any supplementary budget) for that financial year, together with a declaration (the "Declaration") by the chairman (the "Chairman") of the Board of Directors and the CEO whether the annual budget (or, as the case may be, supplementary budget) when implemented, is likely to draw on the reserves which were not accumulated by Temasek during the current term of office of the Government (the "Past Reserves"). The President, acting in his discretion, may disapprove the annual budget or supplementary budget of Temasek if, in his opinion, the budget is likely to draw on the Past Reserves, except that if he approves any such budget notwithstanding his opinion that the budget is likely to so draw on those reserves, the President is under a duty to cause his opinion to be published in the Government Gazette.

If the President has not approved the annual budget by the first day of the financial year, Temasek:

(a) shall, within three months of that first day, present to the President a revised budget for that financial year together with the Declaration described above; and

(b) may, pending the decision of the President, incur expenditure not exceeding one-quarter of the amount provided in the approved budget of Temasek for the preceding financial year.

In addition, if the President does not approve the revised budget, Temasek may during that financial year incur a total expenditure not exceeding the amount provided in the approved budget of Temasek for the preceding financial year; and the budget for the preceding financial year shall have effect as the approved budget for that financial year.

Within six months after the close of a financial year, the Board of Directors is required to present to the President:

(a) an audited profit and loss account showing the revenue collected and expenditure incurred by Temasek during that financial year, and an audited balance sheet showing the assets and liabilities of Temasek at the end of that financial year; and

(b) a declaration by the Chairman and CEO whether the audited profit and loss account and balance sheet of Temasek show any drawing on the Past Reserves.

The Board of Directors and the CEO have a duty to inform the President of any proposed transaction of Temasek, which is likely to draw on the Past Reserves. Where the President has been so informed, the President, acting in his discretion, may disapprove the proposed transaction (other than a proposed transaction which the Prime Minister of Singapore appointed under the Constitution (the "Prime Minister") and the Minister (appointed under the Constitution) responsible for defence, on the recommendations of the Permanent Secretary to the Ministry of Defence and the Chief of Defence Force, certify to be necessary for the defence and security of Singapore), except that if he does not disapprove any such proposed transaction even though he is of the opinion that such proposed transaction is likely to draw on the Past Reserves, the President is under a duty to cause his decision and opinion to be published in the Government Gazette.

General time limit for President to exercise discretionary powers and consequences if President does not exercise his discretion within such time limit

Where the Constitution authorises the President to act in his discretion in assenting to, concurring with, approving, disapproving or confirming any of the constitutional safeguards summarised above (the "Constitutional Safeguards"), the President must signify his decision within a specified period (the "Specified Period") after his assent, concurrence, approval or confirmation is sought or after he is informed of a proposed transaction which is likely to draw on the Past Reserves. The Specified Period in relation to the Constitutional Safeguards is six weeks, which may be reduced or extended in accordance with the Constitution.

In relation to the Constitutional Safeguards, if the President fails to signify his decision within the Specified Period, the President is deemed to have, at the end of that period, given the assent, concurrence, approval or confirmation sought in that case, or, declined to disapprove a proposed transaction which is likely to draw on the Past Reserves that the President was informed of.

Prime Minister and Chairman to receive President's grounds and Council's recommendation if President exercises veto on Constitutional Safeguards

In relation to the Constitutional Safeguards, if the President acts in his discretion to refuse to give the assent, concurrence or approval that was sought or to disapprove a proposed transaction which is likely to draw on the Past Reserves, the President must certify the grounds for his decision to the Prime Minister and send the recommendation of the Council of Presidential Advisers constituted under Part 5A of the Constitution (the "Council") to the Prime Minister. Where the President disapproves the budget, supplementary budget or revised budget of, or a proposed transaction by, Temasek, the President must also send such grounds and recommendation to the Chairman.

Parliament may overrule Presidential veto exercised contrary to Council's recommendation

In relation to the Constitutional Safeguards, Parliament may, by resolution, overrule the President if (a) the President acts in his discretion to refuse to give the assent, concurrence or approval that was sought or disapprove a proposed transaction which is likely to draw on the Past Reserves and (b) the President's decision was made contrary to the Council's recommendation. Such resolution (a) may only be passed on a motion for which notice has been given by a Minister (appointed under the Constitution), (b) may only be moved after the Government causes the President's grounds (as certified in the manner described in the preceding paragraph) for the decision sought to be overruled to be published in the Government Gazette and sends the recommendation of the Council in relation to that decision to the Speaker of Parliament (who must present the recommendation to Parliament), and (c) must be passed by no less than two-thirds of the total number of Members of Parliament (excluding nominated Members of Parliament). Despite the provision that Parliament may, by resolution, overrule the President as described above in this paragraph, (a) a refusal by the President to approve a budget, revised budget or supplementary budget of Temasek, and (b) a decision by the President to disapprove a proposed transaction by Temasek, cannot be overruled unless the Chairman has made a request to the Cabinet constituted under the Constitution for such a resolution to be moved with respect to the refusal or the decision. If Parliament overrules the President, the President is deemed to have, on the date the overruling resolution was passed, given the assent, concurrence or approval that was sought or never to have disapproved of the proposed transaction which is likely to draw on the Past Reserves, as the case may be.

Council of Presidential Advisers

In relation to the Constitutional Safeguards, the President (a) must consult the Council before exercising any discretionary power conferred on him by the Constitution and (b) must immediately refer to the Council for its recommendation (i) any case where the President's assent, concurrence or approval is sought and which the President is so required to consult the Council and (ii) any proposed transaction which is likely to draw on the Past Reserves that the President is informed of. If the Council fails to give its recommendation within the time limit prescribed by the Constitution, the Council is deemed to have recommended that the President give the assent, concurrence or approval that was sought or not disapprove the proposed transaction which is likely to draw on the Past Reserves, as the case may be. The Council's recommendation to the President must state whether the recommendation is unanimous and if not, the number of votes for and against the recommendation as well as the grounds for the Council's recommendation.

Transfer of Past Reserves

A proposed transfer or transfer by Temasek of any of its reserves to the Government, any Statutory Board or another Fifth Schedule Company shall not be taken into account in determining whether the Past Reserves are likely to be or have been drawn on if:

(a) in the case of a proposed transfer or transfer of reserves by Temasek to the Government, the Minister (appointed under the Constitution) responsible for finance undertakes in writing to add those reserves of Temasek to the reserves accumulated by the Government before its current term of office;

(b) in the case of a proposed transfer or transfer of reserves by Temasek to a Statutory Board, that Statutory Board by resolution resolves that those reserves of Temasek shall be added to the reserves accumulated by that Statutory Board before the current term of office of the Government; or

(c) in the case of a proposed transfer or transfer of reserves by Temasek to another Fifth Schedule Company, the board of directors of that Fifth Schedule Company by resolution resolves that those reserves of Temasek shall be added to the reserves accumulated by that Fifth Schedule Company before the current term of office of the Government.

Any reserves so transferred shall be deemed to form part of the reserves accumulated by the Government, the relevant Statutory Board or, as the case may be, the relevant Fifth Schedule Company before the current term of office of the Government, on the relevant date specified in the Constitution.

Similarly, a proposed transfer or transfer by the Government, any Statutory Board or another Fifth Schedule Company of any of its respective reserves to Temasek shall not be taken into account in determining whether the reserves accumulated by the Government, that Statutory Board or, as the case may be, that Fifth Schedule Company before the current term of office of the Government are likely to be or have been drawn on if the Board of Directors by resolution resolves that those reserves shall be added to the Past Reserves. Any reserves so transferred will be deemed to form part of the Past Reserves.

President's Access to Information

In the exercise of his functions under the Constitution, it is provided under the Constitution that the President shall be entitled, at his request, to any information concerning Temasek which is available to the Board of Directors ("Temasek Information"). The Constitution further provides that the President may request the CEO or a Director to furnish any Temasek Information concerning the reserves of Temasek, and the CEO or Director concerned shall be under a duty to provide the information.

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